```
1.
Rules Public Notice
Documents:
     5-22-17 RULES PUBLIC NOTICE.pdf
2.
Rules Agenda
Documents:
     A-20-17 NCWEB.pdf
     E-126-17 NCWRB.pdf
     E-127-17 NCWEB.pdf
     E-128-17 NCWEB.pdf
     E-129-17 NCWEB.pdf
     E-131-17 NCWEB.pdf
     E-133-17 ADDITIONAL BACKUP NCWEB.pdf
     E-133-17 NCWEB.pdf
     E-134-17 ADDITIONAL BACKUP NCWEB.pdf
     E-134-17 NCWEB.pdf
     U-15-17 NCWEB.pdf
     U-28-17 NCWEB.pdf
     U-29-17 NCWEB.pdf
2.I.
Rules Agenda
Documents:
     R-5-22-17.pdf
3.
Rules Addendum
Documents:
```

R-5-22-17 ADDENDUM.pdf

A-23-17 NCWEB.pdf

4.

Rules Addendum **Documents:** 



PLEASE TAKE NOTICE THAT

# THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE

**ON** 

MONDAY, MAY 22, 2017 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

**DATED:** May 15, 2017

Mineola, NY

As per the Nassau County Fire Marshall's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. **Public comment is limited to Agenda items.** The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.



### Office of Purchasing

### Staff Summary A-20-2017

Subject: iConstituent	Date:
(RQIT17000002, RQIT17000064)	April 7, 2017
Department:	Vendor Name:
Office of Purchasing	iConstituent
Department Head Name:	Contract Number
Eric Naughton	A-20-2017
Papartment Head Signature Maughter	Contract Manager Name
Manual for Maughter	Timothy Funaro

Propo	sed Leg	gislative Act	ion	-
То	Date	Approval	Info	Other
Assgn Comm				
Rules Comm				
Full Leg				

Internal Approvals							
Date & Init.	Approval	Date & Init. // /	Approval				
	Dept. Head	4/24/09	Counsel to				
	Budget	4/11/19 8	County Atty.				
	Deputy C.E.	1/26/7EH-	County Exec.				

### Narrative

**Purpose:** To authorize and award a Purchase Order for internet/E-mail software, microcomputer renewal for the Nassau County Department of Information Technology.

**Discussion:** This request is a sole source purchase; iConstituent is the developer, manufacturer and sole provider for the Gateway E-newsletter Plus with a stand alone Mail Transfer Agent installation, product maintenance, technical support and training. This request is for the periods 07/01/2016 to 06/30/2017 (RQIT17000002) and 07/01/2017 to 6/30/2018 (RQIT17000064) and it is anticipated that this software will be needed for the foreseeable future, so this request is for approval for future years beyond June 30, 2018 and any increases that might arise.

**Impact on Funding:** A purchase order in the amount Three Hundred Thousand Dollars (\$300,000), half for RQIT17000002 and half for RQIT17000064 from General Funds.

**Recommendation:** Office of Purchasing recommends an award be given to iConstituent LLC as a sole source purchase.

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OF YEAR OF THE PROPERTY OF THE



EDWARD P. MANGANO COUNTY EXECUTIVE

# ERIC NAUGHTON DEPUTY COUNTY EXECUTIVE / FINANCE

OFFICE OF PURCHASING 1 WEST STREET MINEOLA, NEW YORK 11501-4894 (516) 571-4200 FAX (516) 571-4263

Commissioner Becker,

As per your request this memo is to answer your question A-20-2017 for iConstituent the term of use will be approximately five years with an estimated cost of \$750,00.00.

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1<sup>st</sup> floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov



### A-20-2017 COUNTY OF NASSAU

### INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-20-2017

FROM:

ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE:

APRIL 10, 2017

**SUBJECT:** RESOLUTION–NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT INFORMATIN TECHNOLOGY TO <u>iCONSTITUENT LLC</u> FOR INTERNET-E-MAIL SOFTWARE/MICROCOMPUTER RENEWAL FOR NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

ERIC NAUGHTON

DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

ENCL:

(1) STAFF SUMMARY

- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) SOLE SOURCE DOCUMENTS
- (5) QUOTAITON
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND <u>iCONSTITUENT LLC.</u>

WHEREAS, the Director is representing to the Rules Committee that the firm, <u>iCONSTITUENT</u>

<u>LLC</u> is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director,

Office of Purchasing to award and execute the said Purchase Order with <u>iCONSTITUENT\_LLC.</u>



## COUNTY OF NASSAU

# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURB FORM

ending on the date of this disclosure, o years prior to the date of this disclosure campaign committees of any of the fol committees of any candidates for any of Executive, the County Clerk, the Comp If yes, to what campaign committee?	ficers of the vendor provided campaign contributions on Law in (a) the period beginning April 1, 2016 and or (b), beginning April 1, 2018, the period beginning two e and ending on the date of this disclosure, to the lowing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County ptroller, the District Attorney, or any County Legislator?
NO - NONE	
water and a steratory of the	t be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.
the ondersigned arrives and so swears to his/her know	that he/she has read and understood the foregoing ledge, true and accurate.
The undersigned further certifies and aff dentified above were made freely and w senefit or in exchange for any benefit or	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental remuneration.
Dated: 12. 1.2016	Vendor: PODUST TOEN ( Signed: SS
	Print Name: STUANTS. ShAPIRO
	Title: PRESIDENT

### FORMAL SEALED BID PROPOSAL

Page 1 of 4

### COUNTY OF NASSAU

# LOBBYIST REGISTRATION AND DISCLOSURE FORM

The second secon	BIDDER TITLE	
BIDDER SIGN HERE	Maga- CEO	
ALL DIDS MUST BE F.O.B. DESTINAT	TION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
The state of the s		
The latter of the section of the sec		
employed or designated: N	/A	an avellery
<ol> <li>Name, address and telep</li> </ol>	hone number of client(s) by whom, or on whose behalf, the lobbyist	is retained
2. List whether and where York State): N/A	the person/organization is registered as a lobbyist (e.g., Nassau Cour	nty, New
NONE		
lobbying activities as the term proposals, development or imp "lobbyist" does not include any or State of New York, when dis	Parks Advisory Committee and Planning Commission; or to otherwise defined herein. Such matters include, but are not limited to, requestrovement of real property subject to County regulation, procurements officer, director, trustee, employee, counsel or agent of the County of scharging his or her official duties.	se engage in
County, its agencies, boards, co	bying organization: The term "lobbyist" means any and every perso d or designated by any client to influence - or promote a matter befor mmissions, department heads, legislators or committees, including t	e - Nassau

### FORMAL SEALED BID PROPOSAL

Page 2 of 4

4. each a	Describe lobbying activity listed. See page	vity conducted, or to be conducted, in Nassau County, and identify client(s) for for a complete description of lobbying activities. N/A
5.	The name of persons, o	rganizations or governmental entities before whom the lobbyist expects to lobby:
N/A		

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

LEN SAME TERE \_\_\_\_

BIDDER

CEO

FORMAL SEALED BID PROPOSAL 40513-04116-006

Page 3 of 4

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

Dated: 8/0/2016

Signed: Zai Cha Zai Cha
Print Name: Zain Knam
Title: CEO

ALL BIDS MUST BE F.O.B. DESTUNATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

CEO

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual

	who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document
	State of California County of Los Angeles
	On August 10 2016 before me, Yelena Osadchaya Notary Public
	(insert name and title of the officer)
	personally appeared AIN Khan
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal  YELENA DSADCHAYA Commission # 1986662 Notary Public - California Los Angeles County
****	Signature My Comm. Expires Aug 28, 2016 My Comm. Expires Aug 28, 2016

### FORMAL SEALED BID PROPOSAL

### PRINCIPAL QUESTIONNAIRE FORM

All questions on these question naires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

	BIDDER
B	IDDER SIGN HERE CEO
A	LL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	organization other than the one submitting the questionnaire? NOYES X; If Yes, provide details. In
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit
	formation over 12 years ago.
	YES X If Yes, provide details: As the co-founder of iConstituent, I invested in the company at its
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? NO
•	I am the Co-Founder and CEO of iConstituent and have an ownership interest in the entity.
3.	Do you have an equity interest in the business submitting the questionnaire?  NOYES X If Yes, provide details.
_	
	(Other)
	Chief Financial Officer / / Partner / / Vice President / / / / / /
	Chief Exec. Officer 01/01/2002 Secretary / /
	Chairman of Board / / Shareholder / /
	President
2.	Positions held in submitting business and starting date of each (check all applicable)
~	
	List of other addresses and telephone numbers attached
	Telephone: NA
	City/state/zip: NA
	Other present address(es): NA
	Telephone: (202)355-9355
	City/state/zip: Washington, D.C, 20003
	City/state/zip: Los Angeles, CA 90049  Business address: 600 Pennsylvania, SE Suite 310
	Home address: 12254 Darlington Avenue
•	Date of birth 06/18/1968
1.	Principal Name: Zain Khan

### FORMAL SEALED BID PROPOSAL

TITLE

addition to my position at iConstituent, I provide consulting services to other small business in the technology space (all within California).

			iri wanisweesinge
6	Has the p	any governmental er east 3 years while yo	utity awarded any contracts to a business or organization listed in Section 5 in usere a principal owner or officer? NO X YES If Yes, provide details.
or as a result of any action tak			all questions checked "YES". If you need more space, photocopy the
7.	In the Section	past (5) years, have n 5 in which you hav	you and/or any affiliated businesses or not-for-profit organizations listed in been a principal owner or officer:
	a.	Been debarred by a NO X YES	ny government agency from entering into contracts with that agency?  If Yes, provide details for each such instance.
	b.	Been declared in de cancelled for cause	fault and/or terminated for cause on any contract, and/or had any contracts? NO X YES If Yes, provide details for each such instance.
,	C.	Been denied the aw limited to, failure to each such instance	ard of a contract and/or the opportunity to bid on a contract, including, but not meet pre-qualification standards? NO X YES If Yes, provide details for
	d.	action pending that	any government agency from entering into any contract with it; and/or is any could formally debar or otherwise affect such business's ability to bid or propose YES If Yes, provide details for each such instance.
8.	and/or portion initiate procee respon	been the subject of a second the last 7 year pe d more than 7 years dings, whenever initi	or organizations listed in response to Question 5 filed a bankruptcy petition involuntary bankruptcy proceedings during the past 7 years, and/or for any riod, been in a state of bankruptcy as a result of bankruptcy proceedings ago and/or is any such business now the subject of any pending bankruptcy ated? If 'Yes', provide details for each such instance. (Provide a detailed necked "YES". If you need more space, photocopy the appropriate page and e.) – ANSWER: NO.
	a)	Is there any felony of such charge.	harge pending against you? NO X YES If Yes, provide details for each
	b)	is there any misden for each such charg	eanor charge pending against you? NO X YES If Yes, provide details e.
	c)	Is there any adminis for each such charg	trative charge pending against you? NO X YES If Yes, provide details
	d)	crime, an element of	have you been convicted, after trial or by plea, of any felony, or of any other f which relates to truthfulness or the underlying facts of which related to the PNO X YES If Yes, provide details for each such conviction.
	ALL BIDS	MISTREFOR DESTRIC	TYAN ANA TRICI SINC DEL TICAY MITTING AGENCY
		IGN HERE	TION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	· · · · · · · · · · · · · · · · · · ·	THE RESIDENCE TO A STREET OF THE PARTY OF TH	BIDDER CEO

### FORMAL SEALED BID PROPOSAL

TITLE

				. 1	
	e)	In the	past 5	years, , provid	have you been convicted, after trial or by plea, of a misdemeanor? NO X YES details for each such conviction.
	f)	In the NO X	past 5 YES	years,	have you been found in violation of any administrative or statutory charges? Yes, provide details for each such occurrence.
9.	local p was re	ne subj rosecu lated to ss liste	ect of ting or activi	a crimin investig ities per	n provided in response to the previous questions, in the past 5 years, have you all investigation and/or a civil anti-trust investigation by any federal, state or pative agency and/or the subject of an investigation where such investigation formed at, for, or on behalf of the submitting business entity and/or an affiliated to Question 5? NO X YES If Yes, provide details for each such
10.	and/or	ise to C any ot cal regi	≬uestic her typ ulatory	on 5, be be of inv agencie	n provided, in the past 5 years has any business or organization listed in en the subject of a criminal investigation and/or a civil anti-trust investigation estigation by any government agency, including but not limited to federal, state as while you were a principal owner or officer? NO X YES If Yes; h investigation.
11.	Questi	on 5 ha	ad any	sanctio	u or this business, or any other affiliated business listed in response to n imposed as a result of judicial or administrative proceedings with respect to d? NO X YES If Yes; provide details for each such instance.
2.	tederal	, state	or loca	al taxes	ve you failed to file any required tax returns or failed to pay any applicable or other assessed charges, including but not limited to water and sewer If Yes, provide details for each such year.
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			-		
	· .				
A	<u>LL BIDS</u>	<u>Must bi</u>	F.Q.B.	DESTINA	TION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER

<u>CEO</u> Title

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2016

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_	ay of	20		s successor of lifty	· •
Lee atta Notary Public	rched	ng ng			
Constituent, LC Name of submitting business					
Print name Signature					

ALL BIDS MUST BE F.O.B.T	DESTINATION AND INCLU	DE DELIVERY WITHIN DO	ORS UNLESS OTHERWISE SPEC	
BIDDER SIGN HERE	-di 1(1)		ZING STREETS VITTERWISE SPEC	TAED.
*****	BIDDER			**************************************

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this day of LOS ANGELES

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

YELENA OSADCHAYA
Commission # 1986662
Notary Public - California
LOS Angeles County
My Comm Expires Aug 26, 2016

(Seal)

Sighature

(Seal)

### 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 STUARTS, ShAPIRO
	Date of birth <u>0512911948</u>
	Home address 1813 WORRINGTON St
	City/state/zip_SARASOTA_FL 34231
	Business address 600 PENN AUE SVITE 310
	City/state/zip WASH(NCTONDC 20003
	Telephone 202-436-2100-(6ELL)
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
<b>4</b> €	President 20/02/ Treasurer/_/
	Chairman of Board/ Shareholder//
	Chief Exec. Officer/ Secretary/
	Chief Financial Officer// Partner 20074-
	Vice President / / / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES 1 NO If Yes, provide details. See attached
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 $\nu$ NO If Yes, provide details. See at lacked
6.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.
6,	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO _L If Yes, provide details.
	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	BIDDER SIGN HERE BRIDER TITLE

or a Pro	<u>NOTE:</u> 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.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:	
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.	
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.	
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.	
8.	and/or portion initiate proces respor attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy ordings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)	
		is there any felony charge pending against you? YES NO if Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.	
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.	
	θ)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.	
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO If Yes, provide details for each such occurrence.	
9.	b <del>ee</del> n t local p	ition to the information provided in response to the previous questions, in the past 5 years, have you he subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or prosecuting or investigative agency and/or the subject of an investigation where such investigation elated to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated	
	all bids	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
	BIDDER	SIGN HERE PRESIDENT TITLE	
		27	

FORMAL SEALED BID - 20491-0714	6-80
business listed in response to Question 5? YESNO If Yes, provide details for each suclinvestigation.	h
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, and local regulatory agencies while you were a principal owner or officer? YES NO if Ye provide details for each such investigation.	state,
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respectant professional license held? YES NO If Yes; provide details for each such instance.	et to
12. For the past 5 tax years, have you falled to file any required tax returns or falled 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.	<del>)</del>
DETAILS: Auswer to #4	
4 I have made LOANS AND INVESTMENTS IN ICONSTITUENT LLC SOLF 1, 200,000	
IN ICONSTITUENT LLC JON 91,200,000	
SINCE 2010.	
5 DIGITAL DOWNLOAD INC 40% OWNER	<del>or</del>
1) I TO THE MOTORIES AT TO DUNK	ee_
ASTHORSEADETHE 50% OWN	1er

#3 CONSTITUTENT LICE 24% QUONER Though DISTAL DOWNCOAD INE 2.89% OWNER PERSONAL 76.89%

45

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS	UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	PRESIDENT
Bipper	TITLE

### CERTIFICATION

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

I, STOAPS. Sh APIRO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

4

Swom to before me this Coday of JAUUANY 20.	
Notery Public & Kowick	Notary Public State of Sherri L. Kowicki My Commission FF 1 Expires 08/26/2018
COPSTITUENT LICE Name of submitting business	
STUARTS, SHAPIRO	y.
Print name	
Signature	
Unes MADUI	
TAN 10 2017	

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	RYDISED	TOTAL IS

ALL DANG MICT BE EAR. RECTABLATION AND THIS LINE WELTHERN MITTHAN BOODS HAVE BOODSTRONGE CHECKETER

### 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 ZAIN KHAN
	Date of birth <u>66 / 18 / 68</u>
	Home address 12254 DARLINGTON AVENUE
	City/state/zip LOS ANLELES, CA, 90049
	Business address 600 PENNSYLVANIA AVE , # 310, WASHINGTON, DC 20003
	City/state/zip washing tou, DE 20003
	Telephone (202) 355 - 9355
	Other present address(es) µ/A
	Clty/state/zip
	Telephone w/A
	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 ol lol lo2. Secretary / /
	Chief Financial Officer / / Partner / /
	Vice President
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES $\sqrt{NO}$ NO If Yes, provide details. $T$ oww 12 Percent of Business in Question.
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. I have lessed the company #210,000.
5.	organization other than the one submitting the questionnaire? YES V NO ; If Yes, provide details.
6.	the past 3 years while you were a principal owner or officer? YES X NO If Yes, provide details.
	I HAVE WORKED WITH LA CITY COUNCIL - IN LOS AND ECFS, CALIFORNIA.
	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	BIDDER SIGN HERE Zai: 1Ch. CEO TITLE

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 p Section	ast (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 6 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 NOX If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
	o.	Been deriled 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 _ <i details="" each="" f="" for="" instance.<="" provide="" such="" td="" yes,=""></i>
	d.	Been suspended by any government agency from entering into any contract with it; end/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X if Yes, provide details for each such instance.
8,	and/or portion initiate process respon	thy of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings do more than 7 years ago and/or is any such business now the subject of any pending bankruptcy idings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\times$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNO $\underline{X}$ If Yes, provide details for each such charge,
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.
	Θ).	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO _X If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _X If Yes, provide details for each such occurrence.
	ALL BID	SIGN HERE CO.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  SIGN HERE CO.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.  BIDDER TITLE
	BIDDER	SIGN HERE ALL RYDGER TITLE
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BIDDER SIGN HERE

### FORMAL SEALED BID PROPOSAL 40513-04116-006

TITLE

9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 57 YES NO _X_ If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO _X If Yes; provide details for each such investigation.
11.	In the past 5 years, have you or this business, or any other affiliated business listed in response to.  Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO _X If Yes; provide details for each such instance.
12.	For the past 5 tax years, have you falled to file any required tax returns or falled to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO _X
	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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FORMAL SEALED BID PROPOSAL 40513-04116-006

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

i, Normalical in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Notary Public

Letiona Passent
District of Cohresia, Notary Public
My Commission Explains
September 14, 2921

Constituted, LLC
Name of submitting business

ZAIN KHAN
Print name

OLL
Signature

2 / 8 / 2017

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### 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. Answere typewritten or printed in init. 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 Fronk Giasolam;
	Date of birth 3 128 11958
	Home address 27837 NE 30th 5t
	City/state/zip Redmond, WA 98053
	Business address 600 Pornsylvania Ave SE Suite 310
	City/state/zip WASHINGTON D.C. 20003
	Telephone 202-607 - 5646
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board / / Shareholder / /
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner//
	Vice President 4 / 1 / 2008 / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO X_ if Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO _X If Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _X; If Yes, provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.
	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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<u>NQTE:</u> 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 Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations tisted in n 5 in which you have been a principal owner or officer:
	8.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO if Yes, provide details for each such instance.
	G,	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 <a><a><a><a><a><a><a><a><a><a><a><a><a>&lt;</a></a></a></a></a></a></a></a></a></a></a></a></a>
	d,	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
3.	and/or portion initiate proces respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy adings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO 💢 If Yes, provide details for each such charge.
	G)	is there any administrative charge pending against you? YES NO 🔀 If Yes, provide details for each such charge.
	d)	to the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other orline, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.
	Θ)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO 🗶 If Yes, provide details for each such conviction.
	ľ)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO If Yes, provide details for each such occurrence.
ŀ	ul sids	Must be F.O.B. Restination and include delivery within doors unless otherwise specified.
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FORMAL SEALED BID PROPOSAL 40813-04116-006

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9,	been the subject of a criminal investigation and/or a local prosecuting or investigative agency and/or the	o the previous questions, in the past 5 years, have you olvil anti-trust investigation by any federal, state or subject of an investigation where such investigation all of the submitting business entity and/or an affiliated NO X If Yes, provide details for each such
10.	In addition to the information provided, in the past 5 response to Question 5, been the subject of a crimic and/or any other type of investigation by any govern and tocal regulatory agencies while you were a prin provide details for each such investigation.	na) investigation and/or a civil anti-trust investigation ament agency, including but not limited to federal, state,
11.	In the past 5 years, have you or this business, or ar Question 5 had any sanction imposed as a result of any professional license held? YES NO X	judicial or administrative proceedings with respect to
12.	For the past 5 tax years, have you falled to file any federal, state or local taxes or other assessed charges? YES NO X If Yes, provide details	equired tax returns or falled to pay any applicable ses, including but not limited to water and sewer ils for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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### CERTIFICATION

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

I, Arabic O. Gablam, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Augunda Oalarn
Notary Public

Sworn to before me this 27 day of てない、

LUCINDA OSBORN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 29, 2018

Name of submitting business

Frank Ginslam's

Print name

Signature

Executive UP

Title

Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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EXCLUTIVE VICE PROTIET

### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any inclviduals 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 CAREGORY HILDESPAND
	Date of birth <u>08' 124' 1/945</u>
	Home address 2424 South Gaffey Steet
	City/state/zip SAN PEORO CALIFORNIA 90731
	Business address 600 PENNSYIVANIA AVE SE, STE 310
	City/state/zip W45HINGTON, DC 20003
	Telephone 202 355-9355
	Other present address(es)
	City/state/z/p
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board// Shareholder//2002
	Chief Exec. Officer / / Secretary / /
	Chief Financial Officer// Partner//
	Vice President / / /
	(Other)
_	
3.	Do you have an equity interest in the business submitting the questionnalre?  YES X NO If Yes provide details
	YES NO If Yes, provide details.  / HAVE A MINORITY, NON CONTROLLING EQUITY INTEREST IN THE BUSINES  Are there any outstanding loans, guarantees or any other form of security or lease or any other type of
4.	Are there any outstanding ibans, 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 Figure of the part between you and the business submatting the question trains.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit
υ,	organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in
v.	the past 3 years while you were a principal owner or officer? YES NO If Yes, provide details.
,	ALL BIDS MUST BE P.O.B. DESTENATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
į	BIDDER SIGN HERE STORES
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# FORMAL SEALED BID PROPOSAL 40513-04116-006

NOTE: An affirmative enswer 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.		past (6) years, have you and/or any affiliated businesses or not-for-pr on 5 in which you have been a principal owner or officer.	ofit organizations listed in	
	<b>a</b> .	Been debarred by any government agency from entaring into contra YES NO if Yes, provide details for each such instant	ots with that agency? ce.	
	Ġ.	Been declared in default and/or terminated for cause on any contract cancelled for cause? YES NO If Yes, provide details for	t, and/or had any contracts reach such instance.	
	c.	Been denied the award of a contract and/or the opportunity to bid or limited to, failure to meet pre-qualification standards? YES Notes that the pre-qualification standards?	e contract, including, but not if Yes, provide details	
	d.	Been suspended by any government agency from entering into any action pending that could formally debar or otherwise affect such but on contract? YES NO If Yes, provide details for each state.	contract with it; and/or is any siness's ability to bid or propose uch instance.	
3.	and/or portier initiate procee respor attach	any of the businesses or organizations listed in response to Question rate of the subject of involuntary bankruptcy proceedings during the part of the last 7 year period, been in a state of bankruptcy as a result of ed more than 7 years ago and/or is any such business now the subject edings, whenever initiated? If "Yes", provide datails for each such instructions of the content of the questions checked "YES". If you need more space, photocolist to the questionnaire.)	ast 7 years, and/or for any bankruptoy proceedings t of any pending bankruptoy ance. (Provide a detailed by the appropriate page and	
		Is there any felony charge pending against you? YES NO X each such charge.		
		is there any misdemeanor charge pending against you? YESdetails for each such charge.	·	
	c)	is there any administrative charge pending against you? YESdetails for each such charge.	NO X if Yes, provide	
	d)	In the past 10 years, have you been convicted, after trial or by plea, crime, an element of which relates to truthfulness or the underlying conduct of business? YESNON If Yes, provide details for	acts of which related to the	
	e)	In the past 5 years, have you been convicted, after trial or by plea, or YES NO If Yes, provide details for each such conviction.	rf a misdemeanor?	
	f)	In the past 6 years, have you been found in violation of any admirts YES NO If Yes, provide dotalls for each such occurrence.	trative or statutory charges? ce.	
			ndersk Flodersk Britan Pilot - John Pilot	
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### Formal Sealed BID Proposal 40513-04116-006

<b>9</b> ,	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 57 YESNO if Yes, provide details for each such investigation.
10,	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO If Yes; provide details for each such investigation.
11,	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional ficense held? YES NO If Yes; provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or falled to pay any applicable federal, state or local taxes or other essessed charges, including but not limited to water and sewer charges? YES NO If Yes, provide details for each such year.

### CERTIFICATION

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

I, Holly Huller D being duly swom, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Constituet Constituent Constit

Sworn to before me this 335 day of JANNARY 2017-

3/12017

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### Formal Sealed Bid Proposal 40513-04116-006

### 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 JoCl Green	
	Date of birth 5 111 / 76	
	Home address 18 Sunser Ave DF	<u>-</u>
	City/state/zip Venice (4 90291	
	Business address 600 Pennsylvania Au SE Suite 310	· ·
	City/state/zip Washing Ton DC 20003	•
	Telephone 202-697-5646	
	Other present address(es)	Avenue .
	City/state/zip	-
	Telephone	130e
	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 / /Lov'L Secretary / /	
	Chief Financial Officer// Partner//	
	Vice President	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details cum G. 9 & eq. u. Ty	
<b>.</b> 4,	Are there any outstanding loans, guarantees or any other form of security or lease or an contribution made in whole or in part between you and the business submitting the query YESNO	y other type of stionnaire?
5.	Within the past 3 years, have you been a principal owner or officer of any business or norganization other than the one submitting the questionnaire? YES NO X: If Yes	ot-for-profit s, provide details.
θ.	Has any governmental entity awarded any contracts to a business or organization listed the past 3 years while you were a principal owner or officer? YES NO If Yes,	i in Section 5 in provide details.
	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS LINLESS OTHERWISE SPEC	TETED.
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NOTE: An affirmative answer is required below whether the sanction arose autematically, 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 Section	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO if Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	0.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO if Yes, provide details for each such instance.
8,	and/or portion initiate proces respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings of more than 7 years ago and/or is any such business now the subject of any pending bankruptcy addings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed has to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO if Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNOIf Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.
	Θ)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO If Yes, provide details for each such occurrence.
1	all bids	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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### Office of purchasing County of Nassau State of New York

# FORMAL SEALED BID PROPOSAL 40513-04116-006

9,	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If Yes, provide details for each such investigation.
10	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YESNO If Yes; provide details for each such investigation.
11	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO if Yes; provide details for each such instance.
12	For the past 5 tax years, have you failed to file any required tax returns or falled 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.
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	A.
	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	BIDDER SIGN HERE CTO
	27

# CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. I, Deing duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each Item therein to the best of my knowledge, Information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief, I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

See CA Jurat Attached
Notary Public

Tears Town CCC

Name of submitting business

Sec Gran

Print name

CTO

Title

1 1 12017

Date

Sworn to before me this I day of F-5

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Man Marilan	
1882 / 14251	,
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The State of the S	
William Street	

See Attached Document (Notary to cross out line See Statement Below (Lines 1-6 to be complete	
	and the same of th
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A notary public or other officer completing this certifical document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California County of LDS HVOYELES	Subscribed and sworn to (or affirmed) before me on this St day of February 20 St, by Date Month Year (1) Seffyly Green (and (2) Name(s) of Signer(s)
SANDRA CISNEROS Commission # 2061158 Notary Public - California Los Angeles County My Comm. Expires Apr 11, 2016	proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.  Signature of Notary Public
Seal Place Notary Seal Above	* CALAR
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document  Title or Type of Document: Toywal Seale	information can deter alteration of the document or form to an unintended document.  A Bid Proposed 2 1 17
Number of Pages: Signer(s) Other Than Na.  ©2014 National Notary Association • www.NationalNota	

# FORMAL SEALED BID PROPOSAL

TITLE

# **Business History Form**

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: November 16, 2015 Bidder's/Proposer's Legal Name: iConstituent, LLC 2) Address of Place of Business: 600 Pennsylvania, SE Suite 310, Washington, DC 20003 List all other business addresses used within last five years: iConstituent has been in the same building for over 5 years. 3) Mailing Address (if different): Same as above Phone: (202)355-9355 Does the business own or rent its facilities? RENT 4) DUNS Number: 12-650-6760 5) Federal I.D. Number: 46-0503043 6) The bidder/proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_ Corporation LLC X Other (LLC) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_ No X If Yes, please provide details: 8) Does this business control dne or more other businesses? Yes X No If Yes, please provide details: iConstituent, LLC maintains an ownership interest in InterAmerica, LLC and InfluentialData, LLC. As discussed in a previous answer in this disclosure, neither InterAmerica, LLC nor InfluentialData, LLC are Involved with performing any tasks on this bld. 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No X If Yes, provide details. 10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE くせの BIDDER

19

# FORMAL SEALED BID PROPOSAL

COUNTY OF NASSAU STATE OF	NEW YORK
sewer charges? No X Y	has this business failed to file any required tax returns or failed to pay any process or other assessed charges, including but not limited to water and lifes If Yes, provide details for each such year. Provide a detailed response YES'. If you need more space, photocopy the appropriate page and attach it to
Provide a detailed respon appropriate page and atta	se to all questions checked "YES". If you need more space, photocopy the id it to the questionnaire.
17) Conflict of Interest:  a) Please disclos	e
(i) Any materia conflict of inter behalf of Nass	financial relationships that your firm or any firm employee has that may create a est or the appearance of a conflict of interest in acting as collection agent on au County.
NONE	
urai may creati	relationship that any employee of your firm has with any County public servant a conflict of interest or the appearance of a conflict of interest in acting as t on behalf of Nassau County.
NONE	
(iii) Any other i of a conflict of i	natter that your firm believes may create a conflict of interest or the appearance nterest in acting as a collection agent on behalf of Nassau County.
NONE	
b) Please describe conflict of interest	any procedures your firm has, or would adopt, to assure the County that a set would not exist for your firm in the future.
iConstituent recompany maint	pularly conducts both external and internal conflict checks to insure that its ains high ethical and legal standards.
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#### FORMAL SEALED BID PROPOSAL

# Attachments to Business History Form

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

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

iConstituent provides its proprietary communications software to the US House of Representatives, the US Senate, and to state and local governments. Since its inception in 2002, iConstituent has transformed the way government connects with its citizens leveraging technology. Today, iConstituent sends nearly 1 billion messages a year for its government customers. Information about iConstituent can be reviewed by visiting its website at <a href="https://www.iconstituent.com">www.iconstituent.com</a>.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 2002
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; (SEE ATTACHMENT)
- iii) Name, address and position of all officers and directors of the company; (SEE ATTACHMENT) ut
- iv) State of incorporation (if applicable); CA
- v) The number of employees in the firm; 40
- vi) Annual revenue of firm; \$5 Million
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits. N/A

see # E"

- B. Indicate number of years in business. Thirteen (since 2002)
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

Since 2002, iConstituent has provided government with the tools to successfully connect with and engage its citizens; since 2002, iConstituent has been serving the Members of Congress, various state legislatures, state and local government entities.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work. (SEE ATTACHMENT)

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

CEO

TITLE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

## FORMAL SEALED BID PROPOSAL 40513-04116-006

# CERTIFICATION

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RESPONSIBLE WITH RESP SUBJECT THE PERSON MA	EUL LO THE PRESE	NT BID OR FU	THRERING A	NICH INLAMONTE	ON, MAY
I, Za, Khan contained in the foregoing part	, being duly swi	orn, state that I	have read and	understand all	and I make a final
notify the County in writing of and before the execution of the	each item therein to the any change in circum any change in circum e contract: and that a	le best of my ki stances occurri Il information si	nowledge, infor ing after the sul upplied by me i	mation and bel bmission of this s true to the be	ief; that I will questionnaire
knowledge, information and b questionnaire as additional in	ellet. I understand tha	t the County wi	ll roly on the int	formation much	liant in this
Sworn to before me this	day of	20_	*****		
S	MALA	alizat			
Notary Public		eweg			
Name of submitting business:	(Constituent,	<u>uc</u>	The state of the s	no de Maria de Maria de Cara d	
By: KAN KAN	water the transfer of the second seco	<b>horrorings</b>			
Signature		M0300A			
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Title		******			
<u>8 //0 /20/6</u> Date					
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BIDDER SIGN HERE	BIODER	***************************************		April 1990	***************************************
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate Is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of LOS ANGELES proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. YELENA OSADCHAYA Commission # 1986662 Notary Public - California os Angeles County My Comm. Expires Aug 26, 2016 (Seal) Signature

Page 1 of 4

# **COUNTY OF NASSAU**

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

		<del>!</del> <del>:</del>				
**	Name of the Entity: iC	onstituent, LLC				
	Address: 600 Pennsylv	mia, SE Suite 3	10 Washington	a, DC 20003		
2.	Entity's Vendor Identif	cation Number	46-0503043			
3.	Type of Business:	Public Corp	Partnership_	Joint Vent	ure	
	Closely Held Corp	Limited Li	ability Corp_	Other (specify	)	
4. compa membe	List names and address trable body, all partners a ers and officers of limite	nd limited partr	iers, all cornor	ate officers, all	narties of loint	d of Directors or Ventures, and all
Stuart	S. Shapiro, President, 18	13 Worrington	Street, Sarasot	a, FL 34231		
Zain K	han, Chief Executive Of	ficer, 12254 Da	rlington Aven	ıe, Los Angele	s, CA 90049	
Frank	D. Girolami, Executive V	/ice President, 2	27837 30 <sup>th</sup> Stre	et, NE, Redmo	ond, WA 98053	
Gregor	ry W. Hildebrand, Chief	Information Off	icer, 2424 Sou	ith Gaffey Stre	et, Apt. 104, San	Pedro, CA 90731
Jeffrey	L. Green, Chief Techno	logy Officer, 18	Sunset Aven	ıe, Apt. 5, Ven	ice, CA 90291	
Laurie	Dolphin, Member, 401 e	ast 88th Street,	New York, No	ew York, 1012	8	
5. an indi	List names and addresse vidual, list the individual 10K in lieu of completing	shareholdres/p	lders, member artners/membe	s, or partners o ers. If a Public	of the firm. If the ly held Corporat	shareholder is not ion include a copy
Same a	as ABOVE					
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BIDD	ER SIGN HERE	YA.	······································		CEO	
		BIDDER	11		TIT	LF

## FORMAL SEALED BID PROPOSAL

Page 2 of 4

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.

iConstituent, LLC and its principals maintain an ownership interest in the following companies: InterAmercia, LLC and InfluentialData, LLC. The principals/shareholders of these entities are the same as iConstituent and neither of these entities are taking part in the performance of the contracts with Nassau County.

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

ALL BIDS MUST BE F.O.B. DESTINATION A	AND INCLUDE DELIVERY WITHIN DOORS UNLES:	S OTHERWISE SOFTETEN
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# FORMAL SEALED BID PROPOSAL 40513-04116-006

Page 3 of 4

(b) Describe lobby lobbying activities.	ing activity of each lobb	yist. See page 4 of 4 for a complete	description of
None			
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	The second secon		
(c) List whether an New York State):	nd where the person/orga	anization is registered as a lobbyist (e.	g., Nassau County,
None			
			- STAN-MARKETHING
	***************************************		g et til danst 1 n. årry mannskure
8. VERIFICATION: The authorized as a signatory of the	is section must be signed the firm for the purpose o	d by a principal of the consultant, cont of executing Contracts.	ractor or Vendor
The undersigned affirms and are, to his/her knowledge, tru	so swears that he/she ha e and accurate.	s read and understood the foregoing st	atements and they
Dated: 8/10/2016	Signed: Print Name		
	Title:	<u>~Eo</u>	
ALL BIDS MUST BE F.O.B. DEST	INATION AND INCLINE DELT	VERY WITHIN DOORS UNLESS OTHERWISE S	DEATEN
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	BIDDER	<u> </u>	ftl c

#### FORMAL SEALED BID PROPOSAL

Page 4 of 4:

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

ALL BIDS MUST BE F.Q.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

**BIDDER SIGN HERE** 

BIDDER

CEO

TITLE



# OFFICE OF THE COUNTY EXECUTIVE THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING T550 FRANKLIN AVENUE MINEOLA. NEW YORK 11501-4895 516-571-3131

# Memo

To: Buyer I Vita Virgilio, Purchasing and Contracts

From: Director Peter F. DiSilvio, Special Projects

Cc: Deputy Commissioner Nancy Stanton, Information Technology

Deputy County Attorney Daniel Gregware, Office Of The County Attorney

Date: Monday, November 30th 2015 5 3/3017

Re: iConstituent

The Gateway E-Newsletter Plus system, a program of which iConstituent is the developer and sole provider, is the only mass email application that meets Nassau County's needs for regular and instant online communication with its residents. Further, the cost of the system is reasonable in light of the benefits it provides.

Nearly 87% of American adults now use the internet, according to a new report from the Pew Research Center, up from 14% in 1995 when the center first started conducting public opinion polling on the adoption of new communication technologies. Constituents expect government to take advantage of this growing medium to communicate important issues and initiatives. A proper mass emailing system should be rich text capable, come equipped with reporting functions, a capacity for vanity return email addresses, have a data import availability, and guarantee CAN-SPAM Act compliance.

iConstituent allows for mass email communication to hundreds of thousands of Nassau County residents. The system allows for both rich text and plain text emails which gives the County more options in terms of presenting information to the public which is in sharp contrast to the Swiftreach Email system which the County previously used which had no rich text capabilities. The system also allows for reports including, but not limited to, the number of emails delivered and what content was viewed therein so that the County can ensure that residents are receiving and reading emails. Nassau County was able to upload pre-existing email lists into the system and have the list made CAN-SPAM compliant thereby avoiding any financial penalties under the law. Mail Chimp and Constant Contact, two premier email services researched as alternatives to iConstituent, did not offer list uploading or data cleaning. ¡Constituent stands apart from any would-be competitor by offering email list targeting to ensure emails are content appropriate, user profiles so constituents can decide what information they wish to receive, regional mailing

to geo-target emails, design templates for a greater variety of methods to provide information and rotating IP addresses to avoid emails being blocked by SPAM filters.

Further, to avoid those SPAM filters iConstituent provided Nassau County with its own exclusive email server installed at its Albany Data center. These servers, known as Message Transfer Agents or MTAs, handle all of Nassau County's constituent email notifications. No other company was able or willing to provide MTAs to the County or to maintain and service them as iConstituent does.

Using the iConstituent system, Nassau County has been able to distribute important information to the public. The above features ensure that information is received during various weather events, road closures and emergency preparedness information is shared immediately. Also, during times of heightened security concerns, constituents are informed of various public safety initiatives.

iConstituent's Gateway E-Newsletter Plus system is the only program that meets Nassau County's standards for a mass email system and comes at reasonable cost. Further, iConstituent is the only vendor willing to provide dedicated MTAs to Nassau County for constituent email communications. iConstituent is the only program that meets the needs and expectations of Nassau County residents.



OFFICE OF THE COUNTY EXECUTIVE
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA. NEW YORK 11501-4895
516-571-3131

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# FORMAL SEALED BID

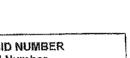
# PROPOSAL

STATE OF NEW YORK



Dated: Ad. Date Here

**BID OPENING DATE Opening Date** 11:00 A.M. E.S.T.





# **COUNTY OF NASSAU**

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM

> REQUISITION NUMBER Regulation Number

BUYER **Buyers Name**  TELEPHONE Telephone Numb

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

**BID TITLE Bid Title Here** 

# • ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF N/A PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-TION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
Address info goes here	DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 46-0803043

TOLL FREE TELEPHONE NUMBER: BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

			<u> </u>	
NAME OF BIDDER   IConstituent, LLC		· • • • • • • • • • • • • • • • • •		
ADDRESS 600 Pennsylvania, SE Suite 310				
CITY Washington	STATE	DC	ZIP CODE 20003	TELEPHONE (202)355-9355
SIGNATURE OF AUTHORIZED INDIVIDUAL	g-14,14 mar 1 111 mar	2 <sub>A</sub>	N KHAN, CEO	
CICIAN I MILE ALL MICHAEL MILE MILE MILE MILE MILE MILE MILE MI				

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

## BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole o any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.







- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions, otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- 7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and ace sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file cartification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bida are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it is no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
- Awards will be made to the lowest responsible Hidder. Cash discounts will not be a
  factor in determining awards, except in tie bids. Consideration will be given to the
  reliability of the Bidder, the quantities of the materials, equipment or supplies to be
  furnished, their conformity with the specifications, the purpose for which required and
  the terms of delivery.
- The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
- 10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- 11. DELIVERIES Upon failure of the Veudor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchases from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- 12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be flual. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Logal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, builing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the but
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms.
- Furniture, muchines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guorantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignce or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (e) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for ail permits, Beenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Laber Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and exponses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whother the same shall have been due to the nactioner of the Bidder or his areats.
- the negligence of the Bidder or his agents.

  (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional numicipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or tendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

## DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: PCONSTITUENT LLC

Address: (000 PENN AUS SE WAShington DE 20003

Telephone No: 202 3559355 Fax No: 202 - 836 - 6955

1. State Whether: A Corporation LLC

Individual Partnership

# **GUIDELINES FOR DISCLOSURE**

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY. "IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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QUALIFICATION STATEMENT
BIDDER'S NAME: 1000ST ITSENT LLC
ADDRESS: GOOPENN AUESE WAShipTON DE ZODO3
1. STATE WHETHER: CORPORATION LLC INDIVIDUAL PARTNERSHIP
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  PRESIDENT C GO AIN KHAN 12254 DARLINGTON AUE LA CAGOOYA
VICE PRESIDENT STUART SHAPERO 1813 WOULD TONE. SALASOTA, FC 34931
COSCERETARY GREGORY WILDERLAND 2424 S. GAFFRY J. SAN PENED, CA90731 CTREASURENTEE GREEN 18 SONSET AND #5 VENIOR CA 90731
CTOSURES JEFF GREEN 18 SONSET AVE #5 VENICO, CA 90 291
3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? VES
4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME?
5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?  CRIM, FMAIL SOFTWARE & CONTITURAT DATA
7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?
INDIVIDUALS PRESENT YEARS OF MAGNITUDE AND IN WHAT NAME C. POSITION EXPERIENCE TYPE OF WORK CAPACITY
STOPATIONAPIRO VIESIGLET 15/2 Exec-CONSTITUENT ENGASTREET
8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL THIS 15 A 3 <sup>NOL</sup> YEAR RENEWAL, TWORK COVERY
WITH ED EISENSTEIN ON ACC SOFTWARE
& Engagement Practices
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Stuart Shapiro, President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

REFERENCE'S NAME: 1.

Oregon Governor's Office

ADDRESS:

900 Court Street, NE Salem, Oregon 97310

TELEPHONE:

503-378-6727

CONTACT PERSON:

Katherine Bartlett, Constituent Serviced Director

CONTRACT DATE:

July 1, 2007

REFERENCE'S NAME: 2,

Illinois Senate Republican Caucus

ADDRESS:

309 State Capitol Building, Springfield, IL, 62706

TELEPHONE: CONTACT PERSON: 217-782-7736 Lavvone Mau

CONTRACT DATE:

July 1, 2010

REFERENCE'S NAME: 3.

Elect, Inc.

ADDRESS:

P.O. Box 2, Elmhurst, IL 60126

TELEPHONE:

773-281-3900

CONTACT PERSON:

Andrew Todd

CONTRACT DATE:

May 1, 2008

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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#### 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 by such title 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, including the 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.

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- (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 therefore 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 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,

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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 Best Efforts 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
- 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.

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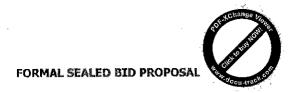
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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.

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#### INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, <u>provided</u>, <u>however</u>, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and <u>provided</u>, <u>further</u>, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

### **DEFINITIONS:**

- •The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- •The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- •The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

#### <u>IMPORTANT</u>

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the <u>County of Nassau Consultant's</u>, <u>Contractor's and Vendor's Disclosure Form</u>. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the <u>Lobbyist Registration</u> and <u>Disclosure Form</u>, completed by that individual/organization.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELI	VERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE Tai Wan	CEO
BIDDER	TITLE

RQIT16000135 04/OCT/2016

VENDOR:

REQUISITIONER:

ICONSTITUENT

IT DEPARTMENT OF INFORMATION TECH

600 PENN AVE SE SUITE 310

240 OLD COUNTRY ROAD

6TH FLOOR

WASHINGTON

DC 20003 MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (202)355-9355

TEL: (516)571-2233 FAX: (516)571-3918

FAX: (202)355-9356

TTEM

DESCRIPTION

001

QTY U/M

UNIT COST

TOTAL

24,000.0000

24,000.00

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

208-44

1 YEAR SERVICE FOR 2,000,001-3,000,000E-MATLS UNDER MANAGEMENT

- --PRIVATE MAIL SERVER DEDICATED TO NASSAU COUNTY
- -- PRIVATE BLOCK IP'S FOR EXCLUSIVE USE
- --ENHANCED REPUTATION MONITORING
- --MANAGEMENT AND SUPPORT ACCOUNT
- --E-MAIL RECORD UPDATES TO ACCOUNT

LICENSE RENEWAL 7/1/16-6/30/17

002

920-46

1.00 EA

126,000.0000

126,000.00

SOFTWARE UPDATING/SUBSCRIPTION SERVICES

E-MAIL TO CONSTITUENTS - "GATEWAY" SOFTWARE SUBSCRIPTION

- UNLIMITED MULTIPLE ACCOUNTS AT NO EXTRA CHARGE
- UP TO 5 NEW DESIGNED TEMPLATES AT NO CHARGE
- \$250 FOR EACH ADDITIONAL DESIGN TEMPLATE OVER 5

7/1/16-6/30/17

BILL TO: I.T. ACCOUNTS PAYABLE

240 OLD COUNTRY ROAD 6TH FL

MINEOLA, NY, 11501

A-44-2016

RQIT16000135 04/OCT/2016

VENDOR:

ICONSTITUENT

600 PENN AVE SE SUITE 310

WASHINGTON

DC 20003

TEL: (202)355-9355 FAX: (202)355-9356

REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH

240 OLD COUNTRY ROAD

6TH FLOOR

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NY 11501

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TEL: (516)571-2233 FAX: (516)571-3918

RQTT16000135 04/OCT/2016

DC 20003

600 PENN AVE SE SUITE 310

VENDOR:

ICONSTITUENT

Washington

TEL: (202)355-9355 FAX: (202)355-9356

REQUISITIONER:

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240 OLD COUNTRY ROAD

6TH FLOOR

MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516)571-2233 FAX: (516)571-3918

RQIT17000002 04/JAN/2017

VENDOR:

REQUISITIONER:

ICONSTITUENT

IT DEPARTMENT OF INFORMATION TECH

600 PENN AVE SE SUITE 310

240 OLD COUNTRY ROAD

MASHINGTON

DC 20003

MINECLA NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (202)355-9355

TEL: (516) 571-2233

FAX: (516) 571-3918 FAX: (202)355-9356

TTEM

DESCRIPTION

QTY U/M

UNIT COST 1.00 EA TOTAL

24,000.0000

24,000.00

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

208-44 INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

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- --PRIVATE MAIL SERVER DEDICATED TO MASSAU COUNTY
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- --E-MAIL RECORD UPDATES TO ACCOUNT LICENSE RENEWAL 7/1/16-6/30/17

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RQIT17000002 04/JAN/2017

VENDOR:

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600 PENN AVE SE SUITE 310

Washington

DC 20003

TEL: (202)355-9355 FAX: (202)355-9356

REQUISITIONER:

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S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516) 571~2233 FAX: (516) 571-3918

RQIT17000002 04/JAN/2017

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VENDOR:

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600 PENN AVE SE SUITE 310

Washington

TEL: (202)355-9355 FAX: (202)355-9356 REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH

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MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516) 571-2233 FAX: (516) 571-3918

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REQUISITIONER:

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600 PENN AVE SE SUITE 310

240 OLD COUNTRY ROAD

6TH FLOOR

WASHINGTON

DC 20003

MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (202)355-9355 TAX: (202)355-9356 TEL: (516) 571-2233 FAX: (516) 571-3918

ITEM

DESCRIPTION

QTY U/M

UNIT COST

TOTAL,

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1.00 EA

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24,000.00

INTERNET/E-DAIL SOFTWARE, MICROCOMPUTER

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

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- --E-MAIL RECORD UPDATES TO ACCOUNT LICENSE RENEWAL 7/1/17-6/30/18

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- \$250 FOR EACH ADDITIONAL DESIGN TEMPLATE OVER 5 7/1/17-6/30/18

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240 OLD COUNTRY ROAD 6TH FL

MINEOLA, NY, 11501

RQIT17000064 06/APR/2017

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ICONSTITUENT

600 PERM AVE SE SUITE 310

Washington

DC 20003

TEL: (202)358-9355 FAX: (202)355-9356 REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH

240 OLD COUNTRY ROAD

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NY 11501

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TEL: (516) 571-2233 FAX: (516) 571-3918

RQIT17000064 06/APR/2017

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6TH FLOOR

MINEOLA

NY 11501

S.BARNETT/ED ELSENSTEIN(1-4265)

TEL: (516)871-2233 FAX: (516) 871-3918

PCHL9100 LINK TO:

# ADVANCED PURCHASING/INVENTORY ELECTRONIC NOTE PAD

10/04/2016 3:44 PM PAGE 01 OF 01

REQ HEADER ENT 2100

ICONSTITUENT, QUOTE #NCNY2016-17

- A) EMAIL DISTRIBUTION SERVICE FOR COUNTY EXEC. SERVICES WILL BE FOR 1 YEAR WITH A MINIMUM OF 2,000,001 TO A MAX OF 3,000,000 EMAILS. 7/1/16-6/30/17.
- B) \$150,000.00
- C) NO
- D) NO
- E) E-MAIL DISTRIBUTION SERVICE PROVIDED FOR NASSAU COUNTY CONSTITUENTS. NC IS NOT ABLE TO PROVIDE THIS SERVICE USING OUR RESOURCES.
- F) N/A

G) N/A

CONTACT ED EISENSTEIN: EEISENSTEIN@NASSAUCOUNTYNY.GOV OR (516)571-4265 REFER TO POIT16000107/RQIT15000006 REJECT AS PER AGENCY

F1-HELP F4-AUDIT F5-TOP F6 COPY F7-PR PAGE F8-NX PAGE F9-LINK F10-SAVE F11-INS PAGE F12-DEL PAGE ENTER-INQUIRE CL-EXIT

INQUIRY COMPLETE



600 Pennsylvania Ave, SE, Suite 310 Washington, DC 20003 Phone: 202.355.9355

Fax; 202.355.9356

August 5, 2016

Susan Barnett NC Dept. of Information Technology 240 Old Country Rd, 6th Floor Mineola, NY 11501

Subject: iConstituent E-newsletter and Stand-Alone Mail Transfer Agent

Dear Ms. Barnett,

iConstituent, LLC is the developer, manufacturer and sole source provider of the Gateway E-newsletter Plus with a stand alone Mail Transfer Agent installation, product maintenance, technical support and training.

Please contact Frank Girolami at 202-607-5646 or Frank@iconstituent.com for more information or questions.

Regards,

Frank D. Girolami **Executive Vice President** iConstituent, LLC.



### 600 Pennsylvania Ave. SE, Suite 310 Washington, DC 20003

# **Invoice**

Date	Invoice #
5/4/16	NCNY2016-17

Nassau County
Department of Internet Technology
240 Old County Road
6th Floor, #608
Mineola, NY 11501

Due Date

7/1/16

					7/1/16
ltem	American State Control of the Contro		1		Amount
Internet/E-mail Software, MicroComputer (rene One year service with unlimited mails under ma 2017  -Private Mail Server dedicated to Nassau Count-Private Block IP's for exclusive use -Enhanced Reputation Monitoring -Management and Support of account -New E-mail record updates to account as avail-iConstituent managed cleaning and loading of accounts at no additional charges -All upgrades and additional features are provic-Unlimited Message Delivery  E-mail to Constituents - "Gateway" Software Star - Unlimited multiple accounts at no extra charge -Up to 5 new designed templates at no charge -\$250 for each additional design template over	magement July 1, 201 y in State of New Yo  able private E-mail addres ling at no cost	rk	7/1/16-6.		24,000.00
Questions? john.jackson@iconstituent.com				Amount Due	\$150,000.00
Phone #	Fax:			Payments/Credi	ts \$0.00
(202) 355-9355 ext 299 (20	2) 318-7773			Balance Due	\$150,000.00



SERVICE:



PERSONAL

## **Contract Details**

	NIFS ID # : <u>CQPB170</u>	)00004-0	1 NIFS Entry	Date:	4/17	<u>/17</u> Te	erm: from <u>10/1/</u>	16 to	9/3(	0/17	
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Name Famil	y and Children's		Vendor ID# 113422018-0	<del></del>	Clara Maria Maria		Department Contact	**** *** ***** ***	AMS LINE	***********	
Assoc	ciation, Inc.		TIO-PAROTO O	1			Dominick J. D	iMaggi	o Jr.		
Address			Contact Person				Address 400 County Se	at Driv	е.		
	last Old Country Ro	,	Jeffrey L. Reyno President & CE		Ph.D.,		Mineola, NY		4 may 2		2
Mine	ola, New York 1150	)I	Phone						# 14000 # 14000	i j	1 N/Maga-
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11	Legislative Affairs	Fw'd Or CA	iginal Contract to			t					
	County Attorney	NIFS Ap	proval								

5/3/17

Comptroller

County Executive

NIFS Approval

Filed with Clerk of the Leg.

Notarization



Department: Probation

# Contract Summary

Description: Personal services contract

Purpose: The County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible.

The primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention.

Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.

Method of Procurement:

The contractor is a named participating agency in the County's Supervision and Treatment Services for Juveniles Program (STSJP) plan submitted to, and approved by, the New York State Office of Children and Family Services, for grant funding. \*(See attached plan and notification letter.

Procurement History:

Renewal

#### **Description of General Provisions:**

The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Detention Risk Assessment Instrument (DRAI) to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP Program. Once the DRAI is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

The Contractor shall provide referred youth with Community-Based Supervision services, including, but not limited to the following: Counseling, Case management, Family Support and Crisis Intervention for up to Twenty (20) youth and their families Countywide with an emphasis in the communities of Hempstead and Uniondale.

The Contractor shall provide training to referred youths and their families through the Strengthening Families Program (SFP)curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, —two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting.

The Contractor shall provide therapy to referred youths through Moral Reconation

Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions.

The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:

- All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;
- Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
- Services will be youth and family-focused;
- Intervention portable home, school and community;
- Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours:
- Evening Hours will be available.

Impact on Funding / Price Analysis:

Program is 62% funded by the New York State Office of Children and Family Services and 38% Local share by Nassau County Probation Department and Human Services.

Change in Contract from Prior Procurement:

Not applicable

Recommendation: Approve as submitted

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Department: Probation

WF NV

# **Advisement Information**

BUDC	ET	CODES
Fund:	GRT	
Contro l;		79
Resp:		PB79 DE500 X6
Object :	l .	GEN1324 DE511
Transa ction:		GEN1310 DE511

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%	0
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TEUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$ 90,440
Federal	\$
State	\$ 147,560
Capital	\$
Other	\$
TOTAL	\$ 238,000

	LINE	INDEX/OBJECT CODE	AMOUNT
	1	PBGRT79X1NYS / YEAR X6 / DE500	\$ 147,560
	2	HSGEN1324 / DE511	\$ 22,610
	- 3	PBGEN1310 / DE511	\$ 67,830
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	5		\$
ľ	ELEMIN.	· G. Smals 4/27/17	\$ Ş
, I		TOTAL	\$ 238,000

Document Prepared By: Dominick J. DiMaggio dr National State of the St

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name C
Name	Name	Date 9/3/17
Date	Date	(For Office Use Only)
		E #:

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY & CHILDREN'S ASSOCIATION, INC.

WHEREAS, the County has negotiated a personal services agreement with Family & Children's Association, Inc. to, among other things, utilize the Intake Assessment Worksheet ("Intake") to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Family & Children's Association, Inc.



# Nassau County Interim Finance Authority

# **Contract Approval Request Form**

(As of March 2017)

1. Vendor: Family and Children's Association, Inc.
2. Dollar amount requiring NIFA approval: \$_238,000.00
Amount to be encumbered: \$ 238,000.00
This is a X New Contract Advisement Amendment
If new contract - \$ amount should be full amount of contract If advisement — NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA If amendment - \$ amount should be full amount of amendment only
3. Contract Term: $10/01/16 - 9/30/17$
Has work or services on this contract commenced? X Yes No
If yes, please explain: Initial Delay by state in making funds available
4. Funding Source:
General Fund (GEN) Capital Improvement Fund (CAP) Other Grant Fund (GRT) Federal % State % 62 County % _38
Is the cash available for the full amount of the contract? X Yes No  If not, will it require a future borrowing? Yes No
Has the County Legislature approved the borrowing? Yes No
Has NIFA approved the borrowing for this contract? YesNo
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:
6. Has the item requested herein followed all proper procedures and thereby approved by the:
Name of the August Augu
Nassau County Committee and/or Legislature Yes No N/A
Date of approval(s) and citation to the resolution where approval for this item was provided:
7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 month
CQPB17000003-01 4/1/16 - 9/30/16 \$119,000.00 CQPB15000005-01 4/01/15 - 3/31/16 \$ 238,000.00

#### AUTHORIZATION

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

(1000000	- DOC_	4/26/17
Signature	Title	Date
Print Name		
	COMPTROLLE	ER'S OFFICE
	Nassau County Approved Bu	te information listed is true and accurate and is in dget and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response	:
I certify that the fun	ds are available to be encumbered	l pending NIFA approval of this contract.
If this is a capital proje	ct:	
I certify that the bor	nding for this contract has been ap	pproved by NIFA.
Budget is available a	and funds have been encumbered	but the project requires NIFA bonding authorization.
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d by NIFA:	Payment is not guaranteed for any work commenced prior to this approval.
. 3.11		And the second s
Signature	Title	Date
Print Name		

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

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

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

		, p	n, Inc.		
CONTRACTOR ADDRESS: 100 East Old	l Country Road	<u>d, N</u>	<u>Iineola,</u>	NY 115	<u>501</u>
FEDERAL TAX ID #: 1134220018-01			d Alle Marie Constitution of the Constitution		····
Instructions: Please check the appropriation roman numerals, and provide all the reque	, ,			of the	following
I. □ The contract was awarded to the lower	est, responsible	e bid	lder afte	r adve	rtisement
I.   The contract was awarded to the lower for sealed bids. The contract was awarded in	after a request [newspaper]	for on	sealed b	ids was	published
for sealed bids. The contract was awarded	after a request [newspaper]	for on	sealed b	ids was	published

The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III.   This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on
[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.
$\Box$ 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). SEE STAFF SUMMARY FORM FOR DESCRIPTION
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 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.
X. 🖂 Vendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees:   a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.  Department Head Signature
$\frac{4/25/17}{\text{Date}}$

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.

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#### **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."

USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Date: Hall Line
1) Proposer's Legal Name: Family and Children's Association
2) Address of Place of Business: 100 East Old Country Road, Mineola New York 11501
List all other business addresses used within last five years:
3) Mailing Address (if different):
Phone : <u>(516) 746-0350</u>
Does the business own or rent its facilities?_Both
4) Dun and Bradstreet number: <u>068058114</u>
5) Federal I.D. Number: 11-3422018
6) The proposer is a (check one): Sole Proprietorship Partnership X  Corporation X Other (Describe) 401 (3) c
7) Does this business share office space, staff, or equipment expenses with any other business?  Yes _X No If Yes, please provide details: _Business leases office space in
Corporate Headquarters
8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: <u>Affiliates with Long Island Council on Alcoholism &amp; Drug Dependence</u>
ACCOMPANY OF A SAMPLE OF S

<del>}</del> )	loes this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, one of the subsidiary of	
10	las the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes NoX If Yes, state the ame 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	las the proposer, during the past seven years, been declared bankrupt? Yes No _X f Yes, state date, court jurisdiction, amount of liabilities and amount of assets	
12	n 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 _X If Yes, provide details for each such investigation	
	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 X No If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling \$226,000 for back wages against Total transfer against Family and Children's Association and Nassau County totaling \$226,000 for back wages against or panells time accrued by a case of CANNASSAU County Employees who were terminated in 2012. The Claim remains unresolved that any current or former director, owner or officer or managerial employee of this business	ı ved.
	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 _X if Yes, provide details for each such charge	
	b) Any misdemeanor charge pending? Yes No _X If Yes, provide details for each such charge.	
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No _X	

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No _X
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _x If Yes, provide details for each such occurrence.
business respect t	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No $\underline{x}$ ; If Yes, provide details for this instance.
pay any a limited to such yea	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _x If Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more hotocopy the appropriate page and attach it to the questionnaire.
Provide a de photocopy th	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) cor	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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.  As to the best of my knowledge, 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.  As to the best of my knowledge, 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.  As to the best of my knowledge, 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 POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY

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

Should the proposer be other than an individual, the Proposal MUST include: SEE ATTACHED RESUME

Date of formation; 1998 i)

V)

- Name, addresses, and position of all persons having a financial interest in the ii) company, including shareholders, members, general or limited partner; NONE
- Name, address and position of all officers and directors of the company; BOARD OF TRUSTEES iii) (See Attachment)
- State of incorporation (if applicable); NEW YORK iv)
- The number of employees in the firm; 325
- Annual revenue of firm; \$20,000,000.00 vi)
- vii) Summary of relevant accomplishments STEWARDSHIP REPORTS- (See Attachment)
- viii) Copies of all state and local licenses and permits. NONE
- B. Indicate number of years in business. Family and Children's Association was Incorporated in 1998-
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SEE ATTACHMENT-
- 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 Nassau County Department of Social Services
Contact Person Victoria Meyerhoefer, Director of The Office For the Aging
Address 60 Charles Lindbergh Blvd.
City/State Uniondale, New York 11553-3691
Telephone <u>1-516-227-8900</u>
Fax # 1-516-227-8972
E-Mail Address Victoria.Meyerhoefer@hhsnassaucountyny.us

Contact Pe	rson John Imhof, PhD. Commissioner
Address6	60 Charles Lindbergh Blvd.
	Uniondale, New York 1153-3687
Telephone	1-516-227-8519
E-Mail Add	ress_John.lmhof@hhsnassaucountyny.us
	NY State Division of Justice Services
Company <sub>2</sub>	NY State Division of Justice Services
Company	NY State Division of Justice Services rson_Maura Gagan
Company Contact Pe	NY State Division of Justice Services  rson Maura Gagan  ew York State Division of Criminal Justice Services-Alfred E. Smith Building- 80 South
Company Contact Pe Address N City/State	NY State Division of Justice Services rson_Maura Gagan

#### CERTIFICATION

President/CEO Title

Date

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.
l, <u>Jeffrey L. Reynolds</u> , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this 31 ST day of MARCH 2017
MARY A. CHIZ Notary Public, State of New York No. 01CH8163683 Qualified in Nassau County Commission Expires April 2, 2019
Name of submitting business: <u>Family and Children's Association</u>
By: Jeffrey L. Reynolds name

# JEFFREY L. REVINOLDS. PL.D. CEAP, SAP E-Mod: OrderfreyPaynolde@gmail.com

## Dynamic and Committed Non-Profit Executive

Energetic mission-driven issuer offering demonstrated success creating new community-based programs, building effective organizations and exhibiting operational efficiency for exceleined growth.

Dasg commitment to community health, evillessa, prosperty and social justice through non-profit amostence with an emphasis on measurable outcomes.

Extraordinary ability to recruit, retain, motivate and win pasts performance from multidisciplinary teams of employees and voluntaers.

Recognized public affairs skills and outstanding reputation among elected officials, maritis professionata, corporate sponsors and constantly leaders.

Broad foundation of senior management experies gained through 25+ years of diverse experience providing frontiline services, mobilizing communities and mensuing programs for successe.

Highest level of personal and protectional integrity with a passion for challenge and commissions to recording all aspectations and objectives.

#### Core competencies

Organizational Dayslopment Program Evaluation Cardina/Office Marketing Visatia Relations Collaborative Leadership

Stratogic Alliances Change Management Government Relations Grant Management Public Seguidan

Fiscal Planning & Budgetter Social Entrapreneuration Grent Proposel Watering Corporede Sponsorehios Community Building

#### Education

Doctor of Philosophy (Ph.D) in Social Welfare (2007) School of Social Welfare

Storry Brock University, Storry Brock, MY

Classartation: Using the Transitiscretical Model of Behavior Change to Explore Substance Use Patterns and HIV Risk Behaviors in a Suburban Sample

illaster of Public Administration in Health Administration (1997) Callege of Management, School of Public Sorvice Long taland University, Brookville, NY

Bachelor of Arts in Psychology (1988) Dowling College, Oakdate, NY





#### Prolonalonal Experience

Long Island Council on Alcoholism & Drug Dependence, Inc. (LICADD)

Minerala, MY

Merch 2009 - Present

Executive Director

Reporting to a 23-mamber Board Of Directors, manage all especia of a non-profit agency dedicated to esolating individuals and families struggling with addiction and preventing the early creat of autobaccy structure among young people.

- Supervise management and earlier clinical stell, providing angoing support, guidance and training so as to ensure program affectiveness and achievement of all contractual goals.
- Oversee the expansion of agency services, including LICADD's chemical dependency services including SBIRT, planned family interventions, release prevention programs, and the adoption of Too Good for Drugs, an evidence-based K-12 substance abuse provention intervention.
- Re-branded and presently manage LICADO's Employee Assistance Program (EAP) which serves more than 70,000 employees of labor unions, school districts, corporations and municipalities in the tri-state ures.
- Whote, won and menaged a U.S. Department of Health and Services grant totaling \$300,000 for a new Maniforing Children of Incercerated Paranta grant.
- Wrote, won and managed a NYS Department of Health AIDS Institute grant to conduct an evendose prevention program and create a herein brochure targeted at leans.
- Represent LICADO on visitous tasis forces, community workgroups and advisory boards and serve as a specifier of professional conferences, community forums and before government bodies.
- Serve as an agency apolicoperson for media interviews and represent LICADO on various community tests forces.
- Increased revenues from 500K/year to \$1.365M/year and increased total number of femilies served by 750K since 2009.

BlackELP, Inc. Houppoups, NY

July 1997 - March 2009 Co-Foundar/Chief Operating Officer

Menaged day-to-day operations of a non-profit agency dedicated to assisting victims of heta crimes, providing community-based violences prevention services and advocating for public policies to address have crimes; youth violence, builying, cyberbuilying and discrimination.

- Supervised educational staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.
- Served as the primary liabon to all federal, state and local funders, chair site visits and prepared written/oral reports for both funding sources and Blast/ELP's board of directors;
- Helped secure more than \$1 million in grants, appropriates and contributions from corporations leadeding Bank of America, Northrop Grumman, and Roslyn Savings Bank as well as foundations such as the Long feleral Community Foundation and the Charitable Ventures Fund.



And the second of the second o



- Helped socure and manage more than 33 million in bi-partison government funding including a 4500,000 Congressional compart administered by the U.S. Department of Justice, \$250,000 in NY3 Socials and Assembly Mandair Isans, and origing grants from the Sulfatt County Office of Minority Affairs.
- Whote, won and successfully memorated a two-year SAMI-SA-funded Youth Violence Coalition that brought together law enforcement officials, former gang members, school representatives, social workers, made professionals, youth and families.
- Wrote, won and managed a Communities Empowering Youth great (\$500,000) edministrated by the Administration for Children and Familian designed to entirence the capacity of local youth-earning faith-based and non-profit organizations.
- Whote, even and managed a NYS Division of Criminal Justice Services (UCJS) grant to provide an establishop-based intervention to excinese violence among Hispanic girls at Brentwood Middle School.
- Secured international medio coverage for BlastELP after successful convincing Yahoo and Ebay to half auction eales of Ku Klux Klan and Nazi paraphenneits.
- Whote and helped design agency annual reports, brechures, nevelebbre and other promotional motorists.

Long teland Association for AIDS Care, Inc. (LIAAC) Haspengo, NY

2007 - 2009 Public Affeire Consulted

Responsible for providing similarity guidence and essistance missed to government enteirs, resource development, public relations, strategic mentaring; and communications.

- Cálisa armual reports, HIV prevention materials and grant applications.
- Served as a key lisison to elected officials, particularly at a state level, conducting in-district and Alberty-based meetings, delivering testimony at public hearings and creating position papers.
- Contained and executed a major mentating compalign to pe-angage out-of-care HIV-positive individuals.
   Designed and supervised the production of bilingual television, radio, unlike and print Public Service Announcements and coordinated all media piscements. Extended compalign with brochures, posters, a dedicated website and bus advertisements.
- Secured Hopetitis C, funding from the NYS Sensite, crystal mathempticitamine prevention funding from the NYS Assembly and STO funding from the NYS Department of Health to intrance LIAAC's continued diversification.
- Served as a conference presenter and trainer on program materialisty for SAMHSA mental hypothetectures always treatment gravines.

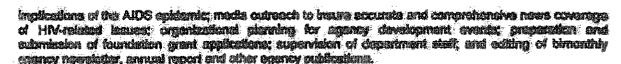
1997 - 2007 Vice President for Public Affairs

Reporting to the President/CEO, responsibilities included: Development, oversight and implementation of annual public policy advocacy agends; patticipation in various community events and on various community planning bodies; preparation and delivery of traditionary before local, state and fadoral governmental bodies, conference presentations addressing such because as harm reduction, confidentially, discrimination and bioethics, putreacts and education surrounding the secto-political

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- Lad a development team responsible for the production of AIDS Wells Long Literal, Chef's Secreta, as golf outing, cycling event, and other fundraleses. Negotiabed sponsortrips with high net worth individuals, major corporations, small businesess and media outlets.
- Directly secured more than \$5 million in new government grams, foundation grams, appreciation and instriction gifts.
- Acted as media explanarement and excurse thousands of national, regional and local media placements.
- Supervised production of all printed materials, belevision spots, radio eds, billhourds and websites, including an online cycles piedge system, which doubled event revenues.
- Strengthened LIAAC's influence in the public policy arena, creating white papers, specificage grassroots advacecy activities and ultimately helping to secure passage of key places of logislation.
- Led qualitative and quantizative evaluation of federally funded HIV-testing program.
- Served as a twy mamber of agency management team, engaged in strategic planning, financial forecasting and engaing assessment of agency staff and programs.

1995 - 1997	Obsector of Policy and Public Relations
1904 - 1695	Deputy Director, Public Policy and Community Development
1001 - 1004	Advocecy and Communications Coordinator
1669 - 1691	Volunteen/Client Services Llaison

# VICTIMS INFORMATION BUILDAU OF SUFFOLK COUNTY (VIBS) HELDERUGE, NY

1888 - 1869 Social Work Advocate

Responsibilities included: Assisting and advocating for victims of domestic violence, repe, incest and execute assault including: counseling victims in regard to their logal rights and option; escorting victims through such agencies as hospitals, probation, the District Attorney's office and Family, Supreme and Criminal Courts in an effort to ensure that proper treatment and services are given; crisis intervention on emergency hotims; acreening and assessment of clarits socking counseling services; and a sound impartedge of the changing laws involving victim's rights.

#### Community Activities

2013 - Present	Nambar, Mazelden Hatlonal Adolescent Treatment Advisory Board
2013 - Present	Mamber, Briercliffe College Business Advisory Bosni
2013 - Present	Chair, Nessess County Youth Board (Appointment)
2012 - Present	Member, Drug Kaforcement Agency (DEA) Prescription Drug Working Group
2013 - Present	Momber, Mental Health Association of Suffolk Advisory Board
2012 - Present	Co-Chair, Sulfolk County Sober Home Overalght Sound (Appointment)
2011 - Present	Mamber, Buffolk County Welfare to Work Commission (Appointment)
2009 - Fresent	Executive Committee Member, Nesseau County Heroin Teals Force

The state of the s





1984 - Present Vice Chair, New York State AIDS Advisory Council Appointed in April 1694, responsibled March 1695, 2008, 2011 by NYS Sonette Majority Lincoler

Chair. Subcommittee on the NYS Recipit

Co-chair, Subcommittee on Criminal Distantant HIV Totaling

Co-cheb, Bubcommittee on MYS Newborn HIV Texting Regulations

Co-chair, Ad Hoc Subcommittee on HIV/AIDS and Western Reform Manday, Subcommittee on Hum Reduction

- Momber, Subcommittee on HIV/AIDS Surreillangs/Partner Wolffcation
- Mamber, MYS Evaluation Committee, Expended Syrings Access Program (ESAP)

2010 - 2012 Chair, Sufficik County Heroin/Opists Advisory Penal (Appointment) 2009 - 2012 Sound Member, Long telenal Seasonsy Assestation

2907 – 2012 Acabitest Clinical Professor, Storry Brook University 2007 – 2012 Consultant/Continuous Presentiar, Building Consulting for SALDINA

1997-2005 Momber: Huntington Town Audi-Stra Took Perce

1983 - 1985 Mamber, Bulliot: County And-Glay Summit

1992 - 1995 Member, NYS AIDS Housing Advisory Committee

1992 - 1998 Board Mandar, New Yorkson for Accessible Health Coverage

Board Manther, Policy Advisory Committee, NB Ryen White Network 1092 - 1097

1991 - 1995 Board Member, Li Coalition for a Metional Health Plan

Board Mumber, Buffelt Chapter, New York Civil Liberties Union 1987 - 1997 Board Chair, 1922-1936

1990 -- 1996 Mainteir, Catholic Charities Coalition for Popols with Discollines

1002 - 1004 Sourd Member: New York AIUS Coelston (HYAC)

1091 - 1994 Mainter, Steering Committee, Center for Projection Rectinition

#### Honors and Awards

- Times of Smithtown Man of the Year
- 2013 Caron Transment Centers Distinguished Professional Award

MIZ Long Mand Press Power Lad

2012 Simple Hope Foundation Community Leadership Award

2011 Long Island Prices Power List

2010 Long Mand Press Press List

2000 Long Island University, College of litteragement - Cutstanding Alumnus Award 1000 Long Island Press Club Airsed for Business Reporting

1998 Now York AIDS Coalition Advicescy Award

#### LEALIGH FRIEDWARDS COLOR

invited to testify on management occusions before the Wassau and Suitable County instabutes on and other governmental acciles tratuding: the NYS Senate Test Force on Health Care, the NYS Assembly Standing Committee on Insurance, the NYS Assembly Health Committee, and the NYS Assembly Social: Services Committee. Adjunct Professor leaching courses on public health bisaventions and edition at Stony Brook University, Guest technier at Adelphi University. Long laboral University, Hotelia University and a variety of other aducational institutions. Conducted leadership trainings for the New York AIDS Coalition, the Huntington Chamber Foundation, the Massau County Police Department, and the Town of North Hempstreed. Constacted more than 500 trainings on public health, addiction and parenting for school districts; community groups and corporations. Presented 19 tomusi papers at professional/scademic conferences, including the federal Centers for Disease Control's Meeting Communications Conference in 2011 and the Employee Assistance Professionate Association Viginal Conference to 2013



Authored mans than 300 name and op-ad articles that have appeared in a wide vertety of publications including: Newaday, The Long Island Press and Long Island Bushace News. Author of Reclaiming Loss Voicea: Children Crphaned by HIV/AIDS in Suburble (Huntington Station, New York: LIAAC 1986), To Talk or Not to Talk. Disclosing Your HIV Status' in Positive Options: A Handbook for People Living with HIV act. K. Timour (New York: Body Positive 1995); Mississing the Maze: A Commence's Guide to HIV/AIDS and Walfare Resions (Huntington Station, New York: LIAAC 1986); Sacrificing Science and Sansibility; How Squeenishness over Syringes is Stating Public Health Efforts on Long Island (Huntington Station, New York: LIAAC 1989)

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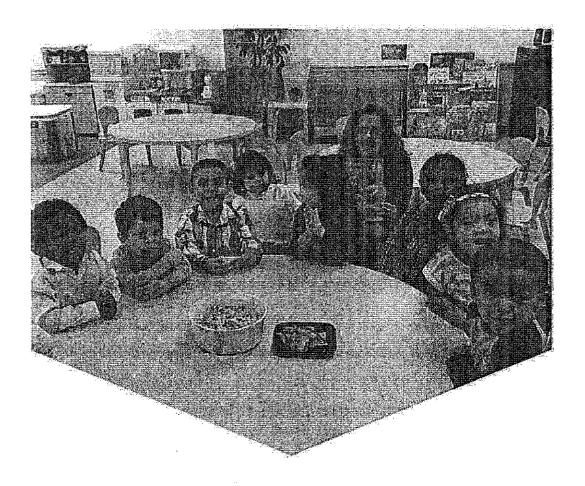
Consistently used as an expect source of substance chase, addiction, HIV/AIOS and humanicivil rights information in a wide variety of local and national radio, television and print outsits including. CNM, Stoomberg.com, MSAIBC, CBS Evening News, Nows 12, Newsday, The New York Times, Visit Specificant, Journal, Oally News, Eyestiness News, USA Today, and National Public Radio. Profited in Newsday cover story on White House Conference on AIOS (Plea from Substates at White House, December 6, 1905). Intervisors total more than 1500 in over 250 local, nutional and international media outlets.

#### Additional Credentists/Certifications

U.S. Department of Transportation-Qualified Substance Abuse Professional (2012)
Certified Employee Assistance Professional (2011)
Certified Anger Management Professional (2010)
Notary Public, State of New York, County of Suitols (1989)

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# PROVIDING HELP & HOPE



2015 ANNUAL REPORT

#### **Board of Trustees**

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'As of June **13, 2016** 

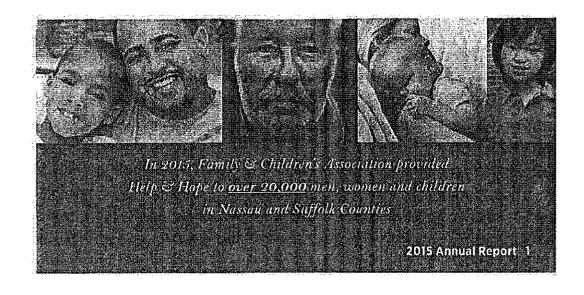




# **OUR MISSION**PROTECT & STRENGTHEN

Family & Children's is dedicated to protecting and strengthening Long Island's most vulnerable children, youth, seniors, veterans, families and communities.

We offer assistance to those who are experiencing social, emotional and economic challenges.



#### Dear Friends of FCA,

On behalf of our Board of Trustees, dedicated staff and loyal volunteers, we are proud to present you with our 2015 Annual Report. Though it's almost impossible to capture a year's worth of work in a few pages, paragraphs and pictures, we've included some highlights, client stories and key performance indicators that help tell our story.

We continued our agency re-organization in 2015, expanded our leadership team, launched several new programs and fulfilled a promise to Long Islanders we first made more than 130 years ago.

The nonprofit sector is in the midst of incredible turmoil and behavioral health, in particular, is undergoing significant changes in both its financing and service delivery. Here at FCA, we're embracing these changes, positioning ourselves for success and creating new partnerships that will produce measurable, sustained results for our region's most vulnerable populations.

With renewed financial stability, an incredibly gifted team and a laser-focused commitment to excellence we will soon unveil *FCA 2020*, a comprehensive blueprint for our continued progress as one of Long Island's largest nonprofits. We are thrilled that you've been part of our historic success and even happier to call you family.

Sincerely,

1.162 35

Jeffrey Reynolds, PhD President/CEO

4

Drew Crowley Chairman, Board of Trustees



In 2015, Family and Children's Association (FCA) and The Long Island Council on Alcoholism and Drug Dependence (LICADD) entered into a strategic partnership that will consolidate administrative functions, reduce operating expenses and most importantly, create a seamless continuum of care for individuals and families struggling with addiction. Under the new arrangement, LICADD has become an affiliate of FCA.

Together, the agencies now offer a full array of addiction services ranging from school-based prevention programs, to mental health/substance abuse screenings, to brief interventions and NYS-licensed outpatient treatment, to recovery support and relapse prevention. Additional services offered by the agencies include: youth mentoring, services for military veterans, children's mental health services, transitional housing and professional continuing education programs.

Under the formal agreement, LICADD will retain its identity, its 501 (c) 3 nonprofit status and existing programs for the foreseeable future. FCA will help the agency manage staff, finances, existing grants and new opportunities in the rapidly evolving behavioral health marketplace.



FCA President/CEO Dr. Jeffrey Reynolds and LICADD Executive Director Steve Chassman, along with Nassau County District Attorney Madeline Singas and NYS Assemblyman Joseph Saladino, recently participated in a press conference hosted by Senator Kirsten Gillibrand discussing the need for stricter guidelines regarding opioid prescriptions.

## MEETING OUR GREATEST CHALLENGES

For more than 130 years, FCA has offered help and hope to millions of Long Island's most vulnerable men, women and children by providing vital services such as career counseling, education, support services and housing, to name a few.

It's all over the news... Long Island has been plagued by a staggering number of deaths fied to substance use disorders. Latest estimates indicate a record 442 people died from opiate overdoses on Long Island in the past year.

Add to that the problems faced by an aging population. In Nassau County alone, there are about 300,000 people who are age 55-plus. Failing health is just one of the problems faced by our senior population. Other factors such as declining mental abilities, change in economic status, lack of transportation, financial scams, utility shut-offs, and possible homelessness create a bleak picture.

The good news is that FCA has streamlined its operations to better serve runaway teens, homeless youth, at-risk students, veterans, families in crisis.

seniors, and the working poor. We offer a variety of life-changing programs that fall into one of our three main divisions: Preventive Services, Senior Services, and Behavioral Health.

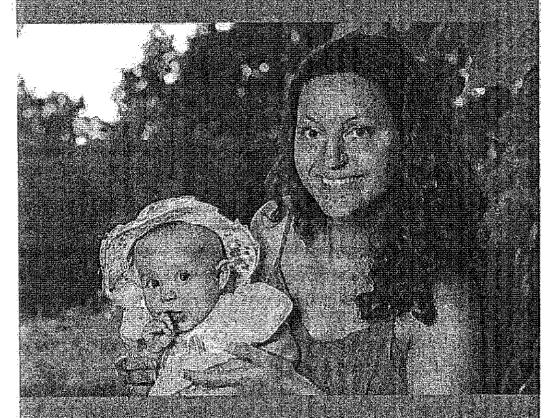


It is our hope that you will take a moment to learn more about the programs offered by FCA. You might even consider volunteering or making a financial contribution. After reading about the work we do, you might wish to help a friend or loved one take the first step towards recovery or renewal.

Our goal is to provide help and hope to those who need us the most...wont you join us? Please read on to learn more...

Here is a letter from a grateful mother who found care for her toddlers while caring for a sick infant through the Nursery Co-Op program within FCA's Behavioral Health Division:

If for groung tresh to meaning clied, me joy quarks the near to specify that the near that that me near that you need they would require multiple surgents to care for me found or white twent back and factly the Niersery Co-ope was there to care for me found or the express how writeful factly to the haspital such my infant. I can be express how writeful fram for the help and know ince that they were being well-cared for a significant hasband items to work and I pair is died the fraghtening that if a fact the hasband is entitled to report that our baby had several surger as and a standard or it is a surger that the fact that t



FCA: Preventive Sarvices Drinston provides safety-net programs to children and families who are at east, homeless or struggling with a host of difficulties including substance use disorder mental health training, domestic violence or chronic from by As change agains, the staff of FCA improves our south with families in their decision making abilities in their develop the skills needed to be endependently often breaking multigenerational excless of poverty and neglect.

#### Preventive Services Division

## EMPOWERING WITH HOPE AND PURPOSE



At FCA, we understand that the challenges placed on families may seem insurmountable....substance abuse, violence, financial instability and homelessness. That is why we have made it our sole mission to support children, young adults and families who are vulnerable, homeless, experimenting with drugs and alcohol and/or are at high-risk for developing behavioral health issues.

Although the programs and services of the Preventive Services Division are varied, the goals are the same—to empower disenfranchised youth and their families with a sense of hope and purpose and to help them on the road towards self-sufficiency and independence.

The Preventive Services Division consists of 8 programs, including 2 residential shelters for runaway and homeless youth.

#### **Programs Offered By the Preventive Division:**

- Family Support protects at-risk children who face foster care by strengthening their parents' ability to care for them safely at home.
- PACT (Parents and Children Together) provides education to pregnant and parenting teens; many of whom speak English as second language.
- **STARS** (Safe Transitions and Reunification Services) helps unaccompanied minors who have fled life threatening circumstances from their countries of origin to re-unite with their parents or caregivers in the NY area.
- Project Independence provides independent living skills, training and services to young people with multiple traumas who are aging out of the foster care system.
- **SNUG** is an anti-violence program that works with area residents, businesses and community-based organizations to create strategies that will reduce gun violence in the Village of Hempstead.

 Detention Diversion provides family mediation and case management services to young people in an attempt to keep them from descending deeper into the juvenile justice system.

#### Shelters:

- Nassau Haven is a 30-day emergency shelter for young people who are homeless or in crisis and in need of a place to live or rest.
- Walkabout is a transitional living program for formerly homeless youth (ages 16-20). It provides both residential and ongoing case management services in order to prepare them for independent living.

FCA's proud to report that this team provided services to 2,400 people and impacted an additional 460 people through direct community outreach and workshops in 2015. It is our hope that clients who participate in our programs will gain the skill sets necessary to become stronger and healthier.

Since education is key to breaking the cycle of poverty, FCA is proud of our career counselors whose mission is to help our clients obtain higher paying jobs. Walkabout residents earned a cumulative \$171,000 in 2015. Also in 2015, 59 young people were the recipients of FCA scholarships and are currently attending college or a vocational pragram.



The Preventive Division is especially proud of our **SNUG Program** (SNUG = guns backwards), which is dedicated to reducing and preventing shootings and killings in the Village of Hempstead. SNUG incorporates public education campaigns and cooperation with local law enforcement, including the Hempstead Police Department.

Based on a program developed in Chicago in the 90%, the Cure Violence Health Model has shown statistically significant reductions in violence. Funding for the FCA SNUG initiative is provided by NYS Division of Criminal Justice Services. SNUG is a collaborative partnership between FCA, the Nassau County District Attorney and the Hempstead Village Police Department.



In 2015, FC-15 Ephanioval Fleatiff Division halpeabactly 2,000 people cope statifies variety of issues: including substance use disorders, homelessness and psychonoric disorders. Each manner of the Behavioral Fleatiff District has very treatified spacealized spainting in dealing with the specific problems Jacod by propts of all ages hirging south these devastations dullanges.

#### Behavioral Health Division

# PROVIDING HOPE FOR PEOPLE BATTLING ADDICTION OR BEHAVIORAL HEALTH CONCERNS

FCA's Behavioral Health Division works with adults and youth who are suffering with substance use disorders and behavioral health issues. We have assembled a team of specially-trained substance abuse counselors, psychiatrists, social workers and nurse practitioners whose mission is to help individuals, couples and families find a path to recovery.

It is important to understand that people living with substance use and behavioral health disorders recover more quickly when they receive the support of family and friends. For that reason, FCA reaches out to our clients' loved ones to keep them actively involved in recovery efforts. In addition, we provide respite and childcare to parents who become exhausted from the unrest at home and desperately need enhanced support.

The primary goal of the Behavioral Health Division is to help people living with mental health issues return to their homes and communities. We understand that these individuals and the people who love them are often frightened and overwhelmed. FCA believes that each one of our clients is entitled to compassionate care in a warm and nurtuing environment.

In 2015, the Behavioral Health Division provided treatment to 1,740 people. Our message is clear—"FCA is here to help and support you during treatment. You are not alone—and there is hope."

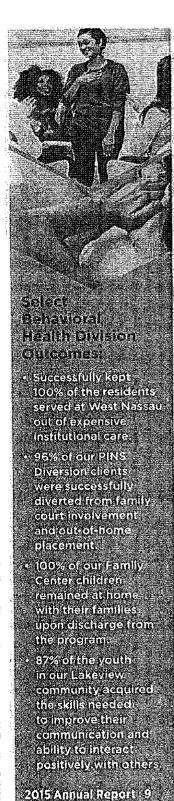
#### Programs Offered By the Behavioral Health Divisions

- Hempstead Family Treatment and Recovery and Hicksville Counseling Centers - licensed outpatient chemical dependency treatment programs offering the continuum of individual and group treatment to help clients abstain from drug and alcohol use.
- Home and Community Based Services (HCBS) provides home and community-based case management and supportive services for children

- Family Center Nassau and Suffolk provides support to families whose children (ages 5-18) have received a diagnosis of Serious Emotional Disturbance.
- Children's Case Management provides support services to children who are at-risk for psychiatric hospitalization or placement.
- PINS Diversion (Persons in Need of Supervision)
   helps young people avoid entry into the juvenile justice system.
- Family Mediation offers short-term counseling to youngsters and families experiencing conflict in the home.
- West Nassau a 24-hour supervised community residence that serves adult men and women who suffer from mental illness. The residential program helps dients learn the skills necessary to move on to a more independent living environment.
- Lakeview House a community residence for adolescents with severe emotional impairment who require a structured setting in the community.

The landscape of behavioral health services is rapidly changing including a move toward Medicald Managed Care, Health Homes and OSRIP (the Delivery System Reform Incentive Payment program). FCA has been monitoring these changes and, in 2015, signed an agreement with the Hudson River HealthCare Children's Health Home to be a Care Management Agency (projected to begin enrolling children in October 2016).

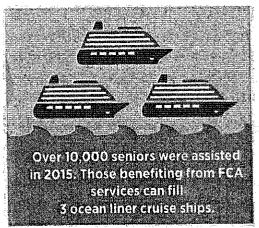
In anticipation of our role with the Health Home, FCA was awarded a contract from Nassau County to be the sole provider of Children's Case Management services for children between the ages of 5 and 18 who are diagnosed with SED (serious emotional disturbance). The addition of case management services has enhanced the continuity of care we are able to provide to children and families. In addition to offering three different levels of care for intensive in home mental health services (HCBS; Intensive and Supported Case Management) for children, FCA is now considered to be the primary provider for Nassau County, both in the number of programs and the number of clients served.



The services ECA promites allow seniors to live independently and safely in their homes. The fanding associated with these programs represents a fluction of the cost of promiting seniors with avoidable institutional, long-term care

#### Senior Division

## **STRENGTH IN NUMBERS**



The numbers are in, and they are staggering. In 2015, Nassau County was home to more than 300,000 seniors age 55 plus. Thanks to the variety of programs and services offered by FCA's Senior Division, more than 10,000 members of this vulnerable population (including those who are able to live at home and those who currently reside in adult, nursing or assisted living facilities) were served by FCA.

What that means is that 3.3% of Nassau County's senior population has been helped through our network of

services specifically designed to ensure their safety while maximizing their independence and improving their overall quality of life.

At the heart of the Senior Division is the understanding that the majority of seniors want to age in place and remain at home. They wish to live out their remaining years in a dignified manner feeling respected and hopeful.

#### Programs offered by the Senior Division include:

**Senior Financial Counseling** - provides financial assistance, guidance and advocacy to help resolve debt, mortgage and tax issues.

HIICAP (Health Insurance Information Counseling & Assistance Program) - provides the latest health care options to seniors at no cost.

**Bill Payer** - provides monthly assistance to help visually impaired or physically challenged seniors organize and pay their bills to prevent harassment from creditors or shut-offs by utilities.

CHEC (Counseling for Home Equity Conversion) - offers a HUD-certified counselor to help seniors understand the reverse mortgage process.

Case Management and In-Home Assistance Program (EISEP) - provides help to seniors by connecting them with in-home services so they can remain safely and independently at home.

**SAFE** and **HEAP** - provide heating fuel to low-income seniors.

**Veterans Residence** - Provides permanent housing for up to eight honorably discharged veterans seeking quality, affordable, and substance-free accommodations in the community.

Friendly Visitors - Implemented in 2015 through the generosity of the Manhasset Community Fund's Greentree Foundation, senior residents from the Town of North Hempstead can be connected with a friendly visitor who pays a social visit for at least one hour weekly to address feelings of isolation and hopelessness. The program began with 23 matches and provided over 600 hours of spolalization to isolated seniors.

As we look towards the future, FCA is committed to addressing issues of most concern to seniors as the population grows and becomes increasingly frail. Adding to this imperative is the knowledge that three out of every four people age 50 and over lack the funds to pay for long-term care expenses. We understand that community, home-based services are the most cost-effective way for us to assist the growing number of frail and isolated seniors.

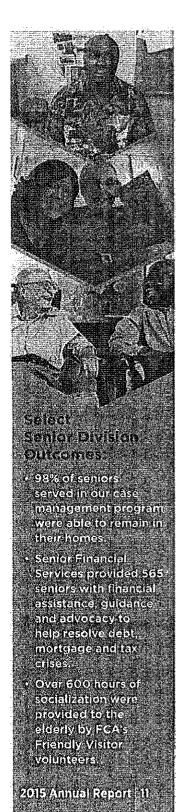
On behalf of the 10,000 seniors whose lives are impacted by the programs and services we offer, FCA continues to search for more creative ways of keeping this fragile population happy and healthy.





In 2015, Family & Children's provided 18,200 gallons of home heating oil & gas to seniors, fueling over 22 homes for a full year.

Based on 2011 average annual Long-Island fuel consumption which was 800 gallons of oil, www.ohill.org/oilheatinfo.php



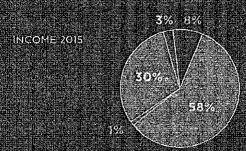
Here is a letter from a grateful daughter who found help, direction and support for her father from FCA's Senior Division:

Sust reanted to let you know I contacted your office severalmonths, ago for help with my father. My sister and I were very overwhelmed with trying to help him. We contacted Eileen and she was a wonderful help to us. She pointed us in the right. direction when we were totally lost on what to do. She was very knowledgeable and really helped us a lot. She sheeked in with us periodically to see how everything was going and to see if we needed any more help. She was a big help when we needed it and it is very much appreciated."





## **ANNUAL REPORT**



INCOME

- Contributions
- ☐ Government
- Investment
- Medicaid/Medicare
- Fees/Other Income

**Grand Total** 

#### **EXPENSES**

- Program Services
- Management & General:
- Fundraising Services

Total Expenses
Net Income

FISCAL YEAR ENDING

2015

- \$ 1,660,401.00
- \$ 11,312,199.00
- 105,843.00
- \$ 5,846,152.00
- \$ 662,218.00

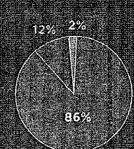
\$ 19,586,813.00

- \$ 17,164,791.00
- \$ 2,429,201.00
  - 439,341.00

\$20,033,333.00

\$ (446,520.00)

EXPENSES 2015





### THANK YOU TO OUR 2015 SPONSORS & DONORS

FCA is grateful for the continued support of many compassionate neighbors. We wish to thank all of our donors whose ongoing generosity and vision enable us to provide help and hope for the vulnerable populations we serve.

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#### \$100 TO \$499

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Mr. Jason Piecora Ms. Jackie Pierangelo Mr. & Mrs. Allen Pisani

Pitta & Giblin Mrs. Mary L. Polak Ms. Saundra Pope Ms. Patricia Pozin Mary Price

Prime Petroleum Corp. Ms. Adeline Quinn Alex Ramo Mr. Ronald Ranum Ms. Mary Jean Reilly Ronald & Angela Rich Mrs. Barbara Volpe Ried Mr. Carlos Rodriguez Mrs. Eileen Roman Mr. & Mrs. William Roth Mr. Stephen Rubin Dr. Jeffrey Rush

Mr. & Mrs. Edward J. Ryan Mr. Kevin Ryan Ryan Realty Co. Inc. Ms. Marcy Safyer Mrs. Elizabeth Salguero

Mr. Roger Santos Mr. Anish Saraf Sarap Inc.

Megan Scheuerman Mr. & Mrs. Peter Schneider Martin & Jane Schwartz

John Seifert

Dr. & Mrs. John Sheehy Ms. Louise Shohet

Mrs. Peggy Slcari Sidhal Industries LLC Ms. Wendy Skinner Ms. Andrea Small M. Ashutosh Somani South Bay Club

Mr. & Mrs. James Stillwaggon Mr. & Mrs. Alan Stopek

Suffolk County Detectives Assoc.

Suffolk County PBA Sunrise Laurelton Lodge Foundation Sunset Sales Inc.

Mr. Marc Suntup Superior Officers Association

Ms. Donna Teichner Temple Israel of Great Neck Testa Brothers Ltd. Ms. Marguerite Toscano

Mr. John Troisi Mr. Lawrence Troisi Brian Tucci

Uniformed Fire Alarm Dispatchers Unitarian Universalist Congregation of Central Nassau

Mrs. Gay Vachris Sunny Vanderbeck Mr. Christian Vaupel Dr. & Mrs. Cosmo Vejrone Mrs. Veronica Viviano Nancy Wachs Ms. Kathleen Wallace Ms. Anne Walsh Mr. & Mrs. John Walter Ms. Regina Warren Ms. Joyce Weber Ms. Pearl Weinstein

Mr. Michael Wert

Ms. Terry Wood

## FAMILY & CHILDREN'S ASSOCIATION SERVICES & PROGRAMS

#### PREVENIVE SERVICES

- Family Support.
- PACT (Parents and Children Together)
- STARS (Safe Transitions and Reunification Services
- Project Independence Suffolk and Nassau
- SNUG
- Detention Diversion
- Nassau Haven
- Walkabout

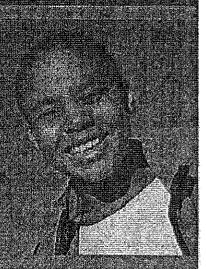
#### BEHAVIORAL HEALTH

- Hempstead Family
   Treatment
   and Recovery Center
- Home and Community
   Based Services (HCBS)
- Family Center (Nassau and Suffolk)
- Children's Case
   Management
- PINS Diversion
- Family Mediation
- West Nassau Residence
- Lakeview House

#### SENTOPS SESTICES

- Senior Financial Counseling
- HIICAP (Health Insurance Information Counseling & Assistance Program)
- Bill Payer
- GHEC (Counseling for Home Equity Conversion)
- Case Management and In-Home Program (EISEP)
- Ombudservice
- SAFE and HEAP
- Friendly Visitors
- Veterans Residence

I started otherding Project
Tradependence practings and become
involved in all the detailties that you had
to offer. The counselors enhanced my life
by letting me know that I suas avoidly of
love and support. They envolvinged me
to take advantage of every opportunity
that was open to me and to give mixely
the chance to succeed I attended mentings
and provies and was even invited to space
at your Thanksgiving Ball in an effort
to cover me out of my stell. The system



that oversees children in foster care is very cold, but the counselors at Project Independence were warm, loving and turned out to be not a replacement of my foster family but an additional family that cared about me. Being in your program felt like a sigh of relief."

BECOME A VOLUNTEER (516) 746-0350 x4372

100 E. Old Country Road, Mineola NY 11501 • (516) 746-0350 • www.familyandchildrens.org

#### (ATTACHMENT FOR POINT C FROM PAGE 4)

The mission of Family and Children's Association (FCA) is to protect and strengthen Long Island's children, families and communities. We offer assistance to those who are experiencing social, emotional and/or economic difficulties through comprehensive and integrated services ranging from early childhood intervention and preventive care to services for senior citizens – all designed to encourage self-sufficiency whenever possible. FCA is committed to providing high quality, professional care through a continuum of in-home, residential, and community-based programs, which are individualized, strength-based and culturally competent. For over 130 years, we have served Long Island by rising to meet the needs and challenges of its most vulnerable population through an integrated network of services that care for children, youth, adults, seniors, and families. FCA is recognized as a model of excellence; fiscally sound, well-managed, and possessing an impeccable reputation for providing community-based social services. FCA programs touch the lives of more than 20,000 Long Island residents each year through the efforts of over 300 staff members, 200 individual volunteers, corporate groups, community groups and sponsors who join with us to become something bigger than themselves.

In a single year, as a result of the work of FCA more than 8,700 seniors remained safely in their homes, 1,100 individuals with drug or alcohol problems were helped to overcome their addictions, more than 3,000 families received services to protect and improve the safety and wellness of their children, nearly 1,000 children received educational support services to succeed in school, and 1,400 teenagers received counseling, independent living skills, counseling, case management or emergency housing. Wholly committed to continuous quality improvement, every one of FCA's programs measures outcomes to assess effectiveness, and solicits the input and opinions of the people who benefit from our services. These services are, client-focused and consumer-driven by design and community feedback is vital to our success.

a community of caring

January 24, 2017

Robert Cleary Director of Procurement Compliance Nassau County 1550 Franklin Avenue, Room 225 Mineola, NY 11501

Dear Mr. Cleary:

I understand you have been in touch with Dr. Reynolds regarding FCA's submission of Principal Questionnaires for board members, including myself, and that you have a requested a letter from me detailing our rational for submitting forms from agency management rather than volunteer Trustees.

FCA's board does not routinely review, accept, negotiate or reject contracts with Nassau County, nor do board members benefit financially in any way from their association with FCA. All contract decisions rest with management - specifically with Dr. Reynolds - who acts as both as President and CEO. While smaller nonprofits may ask their boards to vote on contracts, we do not do so here at FCA as our board meets quarterly and as you may know, we contract with multiple municipalities and we maintain dozens of contracts per year. Board approvals would be time-consuming, we couldn't do them in a timely way and our overall focus in on agency governance.

We have submitted updated forms for Dr. Reynolds, Mary Ann Vassallo, FCA's Chief Financial Officer and Lisa Burch, FCA's Chief Operating Officer, which gives you disclosure from an executive perspective, a financial perspective and in Ms. Burch's case, from a programmatic perspective. These are also the three highest compensated individuals within the organization and the team that has input into decisions about contracts. It's also important to note that FCA has been doing business with Nassau County for more than 40 years without incident and agency management is always the conduit with elected and appointed officials.

We are a little surprised that our board would be asked to submit these forms as we are community volunteers who ironically, are often called upon to donate funds to FCA to support chronically underfunded programs and to make contributions during the first quarter of the year when county payments are slow.

Our board has discussed this matter at length, directed Dr. Reynolds to respond accordingly and I hope the forms we have submitted on behalf of FCA will suffice. Please let me know if you have additional questions or require more information.

Sincerely,

Drew Crowley

Chair, Board of Trustees



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#### 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

١.	Principal Name DREW CROWLEY
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President/Treasurer/_/  Chalrman of Board//_Shareholder/_/  Chief Exec. Officer/_/ Secretary/_/  Chief Financial Officer/_/ Partner/_/  Vice President/_/ (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
ō.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YESNO; If Yes, provide details.

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO or ovide details.
ope Pro	eration d ovide a d	affirmative answer is required below whether the sanction arose automatically, by f law, or as a result of any action taken by a government agency. letailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
7.	In the porganization	ast (5) years, have you and/or any affiliated businesses or not-for-profit ations listed in Section 5 in which you have been a principal owner or officer:
		Been debarred by any government agency from entering into contracts with that agency? YES NOX If Yes, provide details for each such instance.
		Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO \( \sum_{\text{NO}} \) If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the par bankru any su initiate questic	intropy of the businesses or organizations listed in response to Question 5 filed a a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	а)	Is there any felony charge pending against you? YES NO $\nearrow$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\succeq$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO 😕 If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	9)	misdemeanor? YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _X If Yes, provide details for each such occurrence.
9.	years, invest subject for, or respon	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust ligation by any federal, state or local prosecuting or investigative agency and/or the cit of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such ligation.
10.	listed anti-trainclud princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO _X If Yes; provide details for each such ligation.
11.	respo-	past 5 years, have you or this business, or any other affiliated business listed in nse to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _ <i _<="" no="" of="" representation="" td="" yes="">           If Yes;           Ie details for each such instance.</i>
12.	applic	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any cable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

#### 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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of Marc 20/7

Notary Public

JEFFREY L. REYNOLD'S

NOTARY PUBLIC - STATE OF NEW YORK NO.01RE6106268 Qualified in Suffolk County 2015 Commission Expires March 1, 2986

Fam. Ly and CHICKINGS ASTOC. Name of submitting business

#### 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 Date of birth Home address City/state/zip **Business address** City/state/zip Telephone \$ Other present address(es) Non & City/state/zip Telephone List of other addresses and telephone numbers attached 2. Positions held in submitting business and starting date of each (check all applicable) President / / Treasurer / / Chairman of Board \_\_\_\_/\_\_\_/ Shareholder \_\_\_\_/\_\_\_/ Chief Exec. Officer \_\_\_/\_\_/ Secretary \_\_\_/\_/ Chief Financial Officer \_\_\_/\_\_/ Partner \_\_\_/\_/ Vice President / / / / (Other) Vice Chairman 01/09 3. Do you have an equity interest in the business submitting the questionnaire? YEŚ \_\_\_ NO <a href="NO">YEŚ \_\_\_ NO</a> If Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any 4. other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO \_\_\_ If Yes, provide details. 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 VNO \_\_\_; If Yes, provide details. Pathway Investments LLL The Grafer Foundation

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO Provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriate page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	а.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questic attach	any of the businesses or organizations listed in response to Question 5 filed a aptropretition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropretical proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO V If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
		YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been four d in violation of any administrative or statutory charges? YES NO V if Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10.	listed anti-tr includ princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pai owner or officer? YES NO If Yes; provide details for each such ligation.
11.	respo proce	past 5 years, have you or this business, or any other affiliated business listed in nse to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; le details for each such instance.
12.	applic	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any cable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

#### CERTIFICATION

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I. H. Richard Grafer \_\_\_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30thday of August

20\_16

Notary Public A. Chi

MARY A. CHIZ
Notary Public, State of New York
No. 01CH8163683
Outlified in Nassau County
Commission Expires April 2, 20

Family and Children's Association
Name of submitting business
H. Richard Grafer
Print name
Signature
Vice Chairman, Board of Trustees
Title

8 / 30 / 16

Date

#### 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.

MIT	MPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO BMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL L BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR ARD
1.	Principal Name <u>FATRICIA BONICA</u>
	Date of birth
	Home address
	City/state/zip_
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board <u>6 /                                  </u>
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner/_/
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES V NO If Yes, provide details.
	LONG IShAND COUNCIL DRUG and AlcoholBoard Officer
Pr	esident & CEO of Pryor Associates 'J

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

	0,	misdemeanor?
		YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO 1 If Yes, provide details for each such occurrence.
9.	investights subjection for or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YESNO If Yes, provide details for each such gation.
10.	anti-tru	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, age but not limited to federal, state, and local regulatory agencies while you were a local owner or officer? YES NO If Yes; provide details for each such gation.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO/_ If Yes; edetails for each such instance.
12.	applica	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited r and sewer charges? YES NO If Yes, provide details for each such

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the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this dyday of August 2016

Notary Public

MARY A. CHIZ Notary Public, State of New York No. 010He163683 Quellified in Nassau County Commission Expires April 2, 20 19

Family and Children's Association

Name of submitting business

· marine .

orginati

Date

#### PRINCIPAL QUESTIONNAIRE FORM

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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 Judy Sanford Guise
	Date of birth
	Home address
	Clty/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board// Shareholder//
	Chief Exec. Officer / / Secretary 01 / 01 / 2010
	Chief Financial Officer// Partner//
	Vice President////
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _x If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _x_ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire? YES NO $_{x}$ If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YESNO, provide details. N/A
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
N/A	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
N/A	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
INIA	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction

N/A	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
14/74	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9. N/A	years, investi subjec for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in
10.	investi	gation.  If Yes, provide details for each such gation.  It is past 5 years has any business or organization.
N/A	listed in anti-tru includin princip	n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a local owner or officer? YES NO If Yes; provide details for each such gation.
N/A	respor procee provide	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _x If Yes, provide details for each such

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.

1, Judy Significan Guise, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of August 2016

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Oualified in Nassau County
Commission Expires April 2, 20

HILDREN'S ASSOCIATION

Principal Name
Date of birth
Home address

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.

	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2:.	Positions held in submitting business and starting date of each (check all applicable)  President// Treasurer Of/Of/// Chairman of Board/_/ Shareholder/_/ Chief Exec. Officer/_/ Secretary/_/ Chief Financial Officer/_/ Partner/_/ Vice President/_/ (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details,
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire? YESNO If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 7 in the past 3 years while you were a principal owner or officer? YESNO provide details.
ope Pro	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or ate page and attach it to the questionnaire.
7.	In the porganit	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	Gi.	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
	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 or contract? YES NO If Yes, provide details for each such instance.
8.	bankru the par bankru any su initiate questic attach	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		Is there any felony charge pending against you? YES: NO If Yes, provide details for each such charge.
		Is there any misdemeanor charge pending against you? YESNO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

е)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
years invest subje- for, or respo	dition to the Information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust eigation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to advittes performed at on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YESNO If Yes, provide details for each such ligation.
listed anti-tr includ princi	dition to the information provided, in the past 5 years has any business of organization in response to Question 5, been the subject of a criminal investigation and/or a civil sust investigation and/or any other type of investigation by any government agency, ling but not limited to federal, state, and local regulatory agencies while you were a pail owner or officer? YESNO If Yes; provide details for each such ligation.
respo proce	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO Y If Yes; le details for each such instance.
applic	e-past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YESNO If Yes, provide details for each such

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

I, ROBERT SCHWELDEL, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business

> SHERRIE L. AMAYA Notary Public, State of New York No. 4958384 No. 4958384
>
> — Qualified in Nassau County
>
> Commission Expires November 8, 20

Sworn to before me this Hay of lugar 2016

Family and Children's Association

Name of submitting business

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

1.	Principal NameJenney L. Reynolds
	Date of birth
	Home address
	City/state/zip **
	Business address 100 East Old Country Road
	City/state/zip Mineola, New York 11501
	City/state/zip Mineola, New York 11501 Telephone (516) 746-0350
	Other present address(es)
	City/state/zip
	Telëphone ==
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President 07 / 07 / 2014 Treasurer / / /
	Chairman of Board/ Shareholder/
	Chief Exec. Officer 07 / 07 / 2014 Secretary /
	Chlef Financial Officer/Partner//
	Vice President/
	(Other)
3.	Do you have an equity Interest in the business submitting the questionnaire? YES NO _X_ if Yes, provide details.
<b>4.</b>	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in in 5 in the past 3 years while you were a principal owner or officer? "YES X" NO, provide details." SEE ATTACHMENT
op Pr	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency, detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or noi-for-profit zations listed in Section 5 in which you have been a principal owner or officer.
	8,	Been debarred by any government agency from entering into contracts with that agency?  YES NO _X If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\underline{\times}$ If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO _X if Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.
8.	bankn the pa bankn any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year pariod, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	is there any felony charge pending against you? YES NO $\underline{\times}$ If Yes, provide details for each such charge:
	b)	is there any misdemeanor charge pending against you? YES NO × if Yes, provide details for each such charge.
	c)	is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge:
	d)	in the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.

Suffalk Cty. Dept. Of Health - Project Hope         Contract Number Librator Li	Grant Listing	Kingipal doestionmaile raim		4002+10v + 10		7 T
89 07/01/13 To 06/30/14 \$ 77-000 139889 90 07/01/13 To 06/30/14 \$ 78-000 139890 139890 139890 139890 139937 14/12 To 6/30/12 \$ 130/01/13 To 12/31/14 \$ 28-000 139937 171/12-6/30/13 \$ 171/13 to 6/30/14 \$ 08 171/13 to 6/30/14 \$	<u>Grantor</u> Suffolk Cty. Dept. Of Health - Project Hope	<u>Contract Number</u> UHHP2 JML3	<u>Conract Term</u> 01/01/12 To 12/31/14	<u>Amoun</u> \$35,090 anı	<u>r</u> walky	4
90 07/01/13 To 06/30/14 \$ 78-000 39890 39890 37 30/01/13 To 12/31/14 \$ 28-000 39937 4/1/12 To 6/30/12 \$ 5 3-000 37/1/12-6/30/13 \$ 5 5-000 32560 37/1/13 to 6/30/14 \$ 08 7/1/13 to 6/30/14 \$ 08 000000000000000000000000000000000	NYS Division Of Criminal Services	T139889 Proj. ID LG13-1177-D00 DCIS LG13139889	07/01/13 To 06/30/14	· · · · · · · · · · · · · · · · · · ·		
37 10/01/13 To 12/31/14 \$ 28-D00 395 4/1/12 To 6/30/12 \$ 3-D00 37095 50 7/1/12-6/30/13 \$ 52-D00 32660 7/1/13 to 6/30/14 \$	NYS OXvision Of Criminal Services	T139890 Proj. ID LG13-1178-D00 DCIS LG13139890	67/01/13 To 06/30/14		20,000	
35 4/1/12 To 6/30/12 \$ 37.095 37.095 52-D00 32.660 7/1/12-6/30/13 \$ 7/1/13 to 6/30/14 \$ 08	NYS Division Of Criminal Services	T139937 Proj. ID LG13-1228-D00 DCIS LG13139937	30/01/13 To 12/31/14	us.	25,000	
50 7/1/12-6/30/13 \$ 52-000 32-660	NYS Division Of Criminal Services	T637095 Proj. ID 8112-1043-D00 DCIS 8111637095	4/1/12 To 6/30/12	<b>1</b> /4	35,000	
7/1/13 to 6/30/14 \$ 08 0A501/3670000	NYS Division Of Criminal Services	T632660 Proj. ID 8112-1062-D00 DCIS 8112632660	7/1/12-6/30/13	in w	15,000	
	New York State Office of Alcoholism and Sub	stance Abuse Services TM5.1208 Business Unit/Dept ID OASO1/	7/1/13 to 6/30/14 3670000	<b>v</b> s	20,000	

	e)	in the past 5 years,	have you been con	victed, after tri	at or by plea; of a	ı
			If Yes, provide deta	ils for each s	ich conviction.	
	ŋ	In the past 5 years, statutory charges? occurrence.	have you been four YES NO X			
9.	years, investi subject for, or respor	Ition to the information have you been the significant by any federal tof an investigation on behalf of the subject to Question 57. Yields.	ubject of a criminal i, state or local pros where such investig mitting business enti	Investigation a acuting or inve ation was relai ity and/or an a	ind/or a civil anti-l estigative agency led to activities pe ffillated business	trust and/or the arformed at, listed in
10.	listed I anti-tra includi princip	ition to the Information response to Questi ust Investigation and/ing but not ilmited to allowner or officer?	ion 5, been the subj or any other type of federal, state, and lo	ect of a crimin investigation i ocal regulatory	al investigation ar by any governmen agencies while y	nd/or a civil nt agency, ou were a
11.	respor proces	past 5 years, have yo ise to Question 5 had idings with respect to a details for each suc	d any sanction impo- nany professional ik	sed as a resul	t of Judicial or adn	ninistrative :
12.	applica	past 6 tax years, ha ible federal, state or or and sewer charges	local laxes or other	assessed cha	rges, including bu	st not limited

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

i, jeffrey L. Reynolds \_\_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of MARCH 2017

Notary Publick

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20

Family and Children's Association

Name of submitting business

Jeffrey L. Reynolds

Print name

Signatura

President/CEO

Title

3/31/2017

TO AN ACCOUNT OF THE SECOND

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

1.	Principal Name Lisa Burch
	Date of birth
	Home address
	City/state/zip
	Business address 100 E. Old Courty Rd.
	City/state/zip Mireda, Dy (150)
	Telephone 516-746-03-50
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board// Shareholder//
	Chief Exec. Officer/ Secretary//
and	Chief Financial Officer / / Partner / /
Cool	Vice President <u>5 / 26 / 15 / / /</u> (Other)
3.	Do you have an equity interact in the hydrogen as her its and
0.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
<b>4</b> .	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YESNO; If Yes, provide details,  Current - President, Temple Am-Echad, Sooth Share Reform
	Congregation  Congregation  7/1/13-6/30/15 1st VP Temple Am-Echael Rev. 3-2016  South Share Refer m Congregation

6.	Secti	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO
Pro	ovide a	n affirmative answer is required below whether the sanction arose automatically, by not flaw, or as a result of any action taken by a government agency. If you need more space, photocopy opriate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit sizations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _v If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
t k i	the pa cankru any su nitiate	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	p)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	<del>e</del> )	misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the to of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	anti-tru includi	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a allowner or officer? YESNO If Yes; provide details for each such gation.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	арриса	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

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

I, Light Out , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 2010

Notary Public

MARY A, CHIZ Notary Public, State of New York No. 016H8163683 Qualified in Nassau County Commission Expires April 2, 20 *L9* 

Family and Children's Association

Name of submitting business

Print name/

Title

Principal Name Mary Ann Vassallo

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.

	Date of birth
	Home address
	City/state/zip
	Business address 100 East Old Country Road
	City/state/zipMineola, NY 11501
	Telephone516-746-0350 x4319
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer//
	Chairman of Board/ Shareholder/
	Chief Exec. Officer// Secretary//
	Chief Financial Officer 🔼 / 10 /2003 Partner//
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _X If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO; If Yes, provide details.
Board	-Treasurer, Hands across Long Island (HALI)
	Brightside ave Central Islip. My 11722
	Central Tslip. 1722 1780's Rev. 3-2016

6.	Has a Sectio	ny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES /// NO
	If Yes,	n 5 in the past 3 years while you were a principal owner or officer? YES V NO, provide details. nus office of mental Hecuthy, US HUD
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO \( \subseteq \) If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	<del>e</del> )	misdemeanor?
		YES NOIf Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a pallowner or officer? YES NO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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

I, Mary Ann Vassallo , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th of September 2014

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20

Mary a. Ch Notary Public MARY A. CHIZ

Notary Prince of the Mew York

Notary Prince of the Mew York

County

Control Expires April 2, 20

Family and Children's Association

Name of submitting business

Mary Ann Vassallo
Print name

Signature

Vice President and CFO

Title

9,19,2016

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

1.	Principal Name DONALD E. HOLDEN
	Date of birth
	Home address
	City/state/zip
	Business address 100 EAST (L) COLUTRY ROAD
	City/state/zip MINEOLH NY 11501
	Telephone 5/6 767-2097
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board/ Shareholder/
	Chief Exec. Officer// Secretary//
	Chief Financial Officer/ Partner/
	Vice President/
	(Other) Vice President of Development
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO/ If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.·	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptropretition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroprety as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\underline{\checkmark}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO $\underline{}$ If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	е)	risdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a sal owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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I, DONALD E. HOLLEN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8 day of September 20 16

FAMILY & CLILDREN'S ASSOCIATION
Name of submitting business

Notary Public S

Print name

Signature

DONALD E. HOLDEN

FINE ROLLEN

Signature

Vice President of Jevelopa ent

9, 5, 16 Date

MARY A. CHIZ Notary Public, State of New York No. 01CH6163683 Qualified in Nassau County Commission Expires April 2, 20

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.

۱.	Principal Name Jane C. Incher
	Date of birth
	Home address
	City/state/zip
	Business address 100 East Old Country Cd.
	City/state/zip Minesta, NY 11501
	Telephone (SIG) 746-0350
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer//
	Chairman of Board// Shareholder/_/
	Chief Exec. Officer// Secretary//
	Chief Financial Officer/ Partner/
	Vice President 9 / 9 / 90 / 3 / / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
<b>1</b> .	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 _v If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO $\underline{\mathscr{V}}$ ; If Yes, provide details.

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
op Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	G.	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 NOV If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _v If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questio attach	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNO/ If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tro includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a bal owner or officer? YES NO If Yes; provide details for each such igation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _v If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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I, <u>Jove c. Tucke</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this I'day of September 2016

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20

Signature Signature

VP & Chief Human Resources Officer
Title

9,8,16 Date

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

1.	Principal Name Nancy Cohan
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es) NA
	City/state/zip NA
	TelephoneNA
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President / Treasurer / /  Chairman of Board / / Shareholder / /  Chief Exec. Officer / / Secretary / /  Chief Financial Officer / / Partner / /  Vice President 01 / 10 / 2016 / / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _x If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO $\underline{\hspace{0.1cm}}$ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO $\underline{x}$ If Yes, provide details.

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO $\underline{x}$ provide details.
ope	eration ovide a	a affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO _x If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _x If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO $_{x}$ If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uptcy as now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $_{\rm x}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $_{x}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO _x If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NOx  If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO $_{\rm X}$ If Yes, provide details for each such occurrence.
9.	years, investi subjec for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _x If Yes, provide details for each such gation.
10	listed in anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization $n$ response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, $n$ but not limited to federal, state, and local regulatory agencies while you were a $n$ limited to federal, state, and $n$ limited or officer? YES NO _x If Yes; provide details for each such gation.
11	respon procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO $_{-x}$ If Yes; a details for each such instance.
12	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NOx_ If Yes, provide details for each such

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I, Nancy Cohan , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8 day of September 20/16

Notary Public (

MARY A. CHIZ
Notary Public, State of New York
No. 01CH8163683
Qualified in Nassau County
Commission Expires April 2, 20 19

Fanily and Chitchen's Association
Name of submitting business

Print name

Vice President

Title

9,8,16

# COUNTY OF NASSAU

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

1. Name of the Entity: FAMILY AND CHILDREN'S ASSOCIATION
Address: 100 East Old Country Road
City, State and Zip Code: Mineola, New York 11501
2. Entity's Vendor Identification Number; 11-3422018
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability CoClosely Held Corp Charitable Organization Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
See Attached
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  None

nd their relationship to the firm entered on line eparate disclosure form for each affiliated or e performance of this contract. Such disclosure sh
companies not previously disclosed that particip
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The second control of the second of the seco
ized at any stage in this matter (i.e., pre-bid, ne term "lobbyist" means any and every person o
ed by any client to influence - or promote a matte , commissions, department heads, legislators or Open Space and Parks Advisory Committee and but are not limited to, requests for proposals y subject to County regulation, procurements. Th
ed by any client to influence - or promote a matter, commissions, department heads, legislators or Open Space and Parks Advisory Committee and but are not limited to, requests for proposals y subject to County regulation, procurements. The directory trustee, employee, counsel or agent of the county regulation.
ed by any client to influence - or promote a matter, commissions, department heads, legislators or Open Space and Parks Advisory Committee and but are not limited to, requests for proposals, y subject to County regulation, procurements. The director, trustee, employee, counsel or agent of the endischarging his or her official duties.
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# Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
None
The state of the s
Carling and the second of the
(c) List whether and where the person organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: $\frac{3}{31/2017}$ Signed:
Print Name: Jeffrey L. Reynolds
Title: President/CEO

## Page 4 of 4

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

Schwerdel  Thornton  S Trunz III  Wink, Esq.
Jeffrey Reynolds NY The State of the State o
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## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election I ending on the date of this disclosure, or (by years prior to the date of this disclosure as campaign committees of any of the follow committees of any of the pollow committees of any candidates for any of the candidates for	rs of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the lying Nassau County elected officials or to the campaign the following Nassau County elected offices: the County blier, the District Attorney, or any County Legislator?
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Vendor authorized as a signatory of the fit The undersigned affirms and so swears the statements and they are, to his/her knowled. The undersigned further certifies and affirm	rms that the contribution(s) to the campaign committees
identified above were made freely and wi benefit or in exchange for any benefit or i	thout duress, threat or any promise of a governmental
Dated: 3/3/2017	Vendor: Family and Children's Association  Signed:  Print Name: Jeffrey L. Reynolds
	Title: President/CEO



# COUNTY OF NASSAU

# LOBBYIST REGISTRATION AND DISCLOSURE FORM Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any

commissions Space and P not limited County reg	, address and telephone number of lobbyiston retained, employed or designate peans any and every person or organization retained, employed or designate peans any and every person or organization retained, employed or designate peans any and every person or organization retained, employed or designate peans and every person or committees, including but not limited to the Open arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include, but are arks Advisory Committee and Planning Commission. Such matters include and planning Commission.
None	
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2.	List whether and where the person/organization is registered as a lobbyist (e.g., Nassau
County	New York State):
None	
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	Name, address and telephone number of client(s) by whom, or on whose behalf, the

lobbyist is retained, employed or designated:

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

### **CONTRACT FOR PERSONAL SERVICES**

#### WITNESSETH:

WHEREAS, the County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible; and

WHEREAS, the primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention; and

WHEREAS, Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.; and

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

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on October 1, 2016 and terminate on September 30, 2017.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall include but not be limited to the following:
- a) The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Intake Assessment Worksheet (IAW) to determine a youth's

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appropriateness for release from detention and referral via Intake to the STSJP Program. Once the IAW is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

- b) Contractor shall provide a full time case manager to assist youth and their families in making a positive Intake adjustment and avoid further penetration of the juvenile justice system. Youth who are ineligible for or unable to benefit from Adjustment services and who are petitioned to court will be provided with an alternative to secure or non-secure detention through the Supervised Release Program (SRP). Pursuant to Court order, SRP services to be provided by Contractor including but not limited to case management, family-focused therapy, school advocacy, court escorts and the evidence-based programs Moral Reconation Therapy (MRT) and Strengthening Families. Contractor shall also provide two respite beds available to any JD at any point in his or her involvement with the juvenile justice system from the time of arrest through discharge from probation. (10/1/16 9/30/17). Contractor shall hire/ maintain additional qualified staff as listed in the Contractor's Budget Annexed hereto as Attachment A.
- c) The Contractor shall provide therapy to referred youths through Moral Reconation Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions. Contractor staff working directly with youth in the communities where they reside will provide timely interventions addressing the problems and behaviors that resulted in the youth's involvement with the Juvenile Justice system, as informed by YASI. Contractor staff shall continue established successful working relationships with school personnel to help track youth's attendance and academic progress and work closely with other community organizations, who then function as referral sources. Contractor's STSJP staff shall serve not only as case managers, but also as role models and mentors for the youth and parents or guardians who require support and guidance when dealing with their child. In addition to individual and family intervention, evidenced-based practices such as Strengthening Families improve parent-child interaction, and Moral Reconation Therapy offers juveniles insight into the consequences of their behavior, shall be provided by the Contractor.
- d) The Contractor shall provide training to referred youths and their families through the Strengthening Families Program (SFP) curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, –two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting. Strengthening Families and parenting skills training help families become better

equipped to care for their at-risk youth at home. Contractor's specific objectives shall be: (1) Youth will remain or return to school; (2) There will be a reduction in family conflict and improved parent-child interaction; (3) Youth will be connected to services to address risk factors such as mental health issues and substance abuse that increase the likelihood of further justice system involvement; (4) Youth will participate in pro-social activities including community service, sports, after-school extra-curricular and Contractor sponsored events.

- e) The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:
  - All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;
  - Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
  - Services will be youth and family-focused;
  - Intervention portable home, school and community;
  - Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours;
  - Evening Hours will be available.
- 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 **Two Hundred Thirty Eight Thousand Dollars (\$238,000)** payable in accordance with the Contractor's Budget annexed hereto as Attachment A. The Contractor is authorized to reallocate funds in the Line-Item Budget only with the advance written approval of the Department. However, even in the event of a reallocation of funds approved by the Department, the Maximum Amount shall remain unchanged. The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for activity or expense not provided for in this Agreement or which exceeds the Maximum Amount.
- (b) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon:
  - (i) the Contractor submitting a claim voucher (the "<u>Voucher</u>") 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) <u>Timing of Payment Claims</u>. 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.

- A) 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.
- B) Upon termination, the Contractor agrees to make a complete accounting up to the date of termination of all monies received from the County and further, that any excess of the unexpended balance remaining due as of the time of the breach shall immediately be refunded to the County.
- C) If the State Of New York (hereinafter the "State") or any of its departments, commissions, boards or other appropriate state agencies having jurisdiction, including the funding thereof, shall fail to approve full State Aid in reimbursement to the County hereunder, for any reason whatsoever, or if the State or any of tits subdivisions or agencies shall reduce or cut back any sums in State aid, then the amount contributed by the County to the Contractor shall be denied or reduced to the Contractor, by same amount denied or reduced by the State to the County.
- D) If for any reason, the full amount of Grant Award made to the County is not paid over or made available to the County by the Division, this contract may be terminated or the amount payable to the Contractor reduced at the discretion of the County: provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that Agreement Award funds are available to County for payment of such costs.
- (f) <u>Fund Administration</u>. Administration of funds of this program shall be kept separate and distinct from other program resources utilized for the purpose of providing the specified program services.
- (g) <u>Purchases Equipment</u>. Title to equipment closing in excess of \$250.00 and purchased with State funds provided by the County under this Contract or any amendment thereto shall vest in the County subject to divestment and return to the State upon the completion or termination of the Contract, except insofar as the program continues to operate through local or other funding following termination of State funding. The County shall provide the Contractor with disposition instructions for equipment upon such completion or termination. All equipment purchased under this grant shall receive a unique inventory number which will identify the equipment in accordance with is paragraph.

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- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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. 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) <u>Nassau County Living Wage Law.</u> 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 and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") 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

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Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Confidentiality. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor agrees to safeguard the confidentiality of all records, reports, data, and/or any other information obtained, gathered, reported or developed in performance of this agreement, relating to the Department's records that may be obtained by Contractor in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Officer Law Sections 87, 89 and 96, the New York State Criminal Procedure Law, the New York State Family Court Act, the applicable sections of the New York State Public Health Law, New York State Mental Hygiene Law and the regulations promulgated thereunder, including but not limited to the confidentiality requirements of Section 390.5 of the Criminal Procedure Law of the State of New York, Section 750 of the Family Court Act of the State of New York, and 9 N.Y.C.R.R. Parts 348 and 369, and with the provisions of all applicable Federal laws and regulations or as same may, from time to time, be amended.

The Contractor shall, and shall cause the Contractor's Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor further agrees to require each of its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any, assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, and/or its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any shall be cause for the immediate termination of this agreement.

It is further agreed to and stipulated by the parties hereto, that the provisions of paragraph 6 (d) shall survive this agreement and that Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

- 7. <u>Minimum Service Standards</u>. 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.



- (c) 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.
- (d) The Contractor agrees to permit on-site inspection of the project by representatives of the County, Division, and the Office of the NYS Comptroller.
- 8. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:
- (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,
- (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,

- (<u>iii</u>) compensation insurance for the benefit of the Contractor's employees ("<u>Workers'</u> 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 (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. <u>Termination</u>. (a) <u>Generally</u>. 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.

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- (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) <u>Contractor Assistance Upon Termination</u>. 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. a) 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.
- (b) Reporting Requirements: The parties acknowledge that quarterly reports shall be submitted to the County and the Division within 30 calendar days of the end of the quarter for which they are due. A final cumulative program report, including both quarterly and year end cumulative program data, shall be submitted to the Division, within 30 calendar days following the ending term or termination of this agreement, whichever is sooner. These reports shall be progress reports and shall include cumulative quantitative and qualitative data relative to the outlined program objectives and the program's general operations.

In addition, the Contractor shall provide on Division supplied case monitoring forms client specific data as called for and delineated with these forms. Completed case monitoring forms shall be submitted for terminated clients with thirty calendar days after termination to the Division and the County.

Any delays, changes in the project status, staffing or program elements will be included with the progress reports. County and the Division reserve the right to request additional information in program reports whenever it deems appropriate or necessary.

The Contractor agrees to promptly notify the County and the Division of any unusual incidents involving the program, its clients or staff.

- c) Provisions for Additional Reports. The above described reports shall not be construed as relieving the Contractor from any obligations to submit to the County any and all required Fiscal Cost reports. Further, County continues to reserve the right to request from the Contractor additional reporting material, both fiscal and programmatic, as it may deem necessary.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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) <u>Time Limitation</u>. 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.

- or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 18. <u>Section and Other Headings</u>. 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. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

FAMILY	AND	CHILDREN'S	ASSOCIATION,
INC.			2
	A		
Ву:			
Name <u>:</u>	Jeffrey L.	Reynolds, Ph.D., C	EAP, SAP
Title:	President	/CEO	
Date:_	April 11, 2	2017	**************************************
NASSAU	COUNT	Y	
Ву;			
Name:_			
Title:_	Deputy	County Executi	ve
Date:_			

PLEASE EXECUTE IN BLUE INK

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STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU )	
On the 11th day of April	in the year 2017 before me personally came
Jeffrey L. Reynolds to me personally kno	wn, who, being by me duly sworn, did depose and
say that he or she resides in the County of Na	ssau; that he or she is the President/CEO
of the <u>FAMILY AND CHILDREN'S ASSOCI</u>	ATION, 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 corp	poration.
MARY A, CHIZ Notary Public, State of New York	
Qualified in Nassau County	0 015
Commission Expires April 2, 20 19	Mary a. Ch
NOTARY PUBLIC	
STATE OF NEW YORK)	
)ss.:	
COUNTY OF NASSAU )	
On the day of to me personally	in the year 20 before me personally came y known, who, being by me duly sworn, did depose of; that he or she is a Deputy
and say that he or she resides in the County	of that he or she is a Deputy
county excount of the county of 140300	at he or she signed his or her name thereto pursuant
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NOTARY PUBLIC

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	v.	

#### 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 by such title 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, including the 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.

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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.

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 Best Efforts 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:	
	Family and Children's Association	(Name)
	Family and Children's Association, Inc.	
	100 East Old Country Road, Mineola, New	<u>York 11501</u> (Address)
	516-746-0350	(Telephone Number)
2.	The Contractor agrees to either (1) comply with the req Wage Law or (2) as applicable, obtain a waiver of the section 9 of the Law. In the event that the contractor do the Law or obtain a waiver of the requirements of the La satisfaction of the Department that at the time of executive certainty that it would receive such waiver based on the I County will agree to terminate the contract without impost the Contractor	e requirements of the Law pursuant to be not comply with the requirements of w, and such contractor establishes to the on of this agreement, it had a reasonable way and Rules pertaining to waivers the
3.	In the past five years, Contractor has x has no agency to have violated federal, state, or local laws reglabor relations, or occupational safety and health. If a Contractor, describe below:	culating narment of magazine hander

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4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action x 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:
	New York State Department of Labor Claim was made against Family and Children's
	Association and Nassau County totaling \$226,000 for back wages related to benefit
	time accrued by a class of FCA/Nassau County Employees who were terminated in 2012.
	The matters have been settled with all parties and are deemed closed.
I hereby true, cor	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.  certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is rect and complete. Any statement or representation made herein shall be accurate and true as of stated below.  Signature of Chief Executive Officer
	Jeffrey L. Reynolds, Ph.D., CEAP, SAP Name of Chief Executive Officer
Sworn to	before me this
11 off d	lay of Afril , 2017.
Notary P	Karry a Ch.



### RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the	following resolution was duly adopted by
the Board of Directors of the corporation known a	S Family and Children's Assoc. has not been
modified or rescinded and is in full force and effect	ct as to the date hereof.

RESOLVED: Thatle	effrey L. Reynolds	President/CEO	· prince of the Administration in the hope of the control of the c
of this corporation, is here	eby authorized to extended a contract with the N	lassau County Departr	chalf of this corporation for ment of Social Services for
Officer  Sworn to before me this day of	Drew Crow	ley, Board	Chaîr
Mary O. C.	UBL(C)	MARY A. CHIZ Notary Public, State of No. 01CH81636 Qualified In Nassau Commission Expires Ap	New York 83

#### ATTACHMENT A

### Family and Children's Association STSJP Annual Budget Budget Period 10/1/2016 to 09/30/2017

	Budget Period 10/1/2016 to 09/30/2017
	Budget
Expense	
SALARY	
Assistant VP - Prevention	4000.00
Director	12495.00
Detention Diversion Worker	40000.00
Detention Diversion Worker	
Primary Counselor	26250.00
Supervisor Contract Specialist	50000.00
Contract Specialist	3031.00
Total Salaries	135,776.00
Fringe	46,164.00
Total Personnel	181,940.00
	34.00%
Other Than Personnel	
Consultants	0.00
Travel per diem	
Staff Travel	1570.00
Client Transportation	380.00
Total	1,950.00
	,
Equipment - 2 Laptop	
Supplies	
Office & Program Supplies	1,600.00
Printing-Outreach	500.00
Household	500.00
Postage	150.00
Total	2,750.00
Contractual	
Network Outsource	1623.00
Audit/Legal/Advisory	2805.00
Data Processing	2344.00
Total	6,772.00

Rent/Utilities Utilities Telephone/Cable/Cell Phones Program Rent Cell Phones Total		1904.00 1219.00 0.00 0.00 3,123.00
Other Costs Equipment Rental R/M Building R/M Equipment Client Activities Client Relief Respite Food Insurance Books and Publications Employee Training/ Recruitment Licenses & Permits Conference/Hotel/Travel NGCRC Gang Conference Total		2479.00 164.00 3048.00 759.00 1162.00 1730.00 1000.00 2225.00 33.00 1485.00
Total Program Expenses		210,620.00
Admin @ 13%	0.13	27,380.00
Grand Total		238,000.00

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

#### **Certification Regarding** Debarment, Suspension, Ineligibility and Voluntary Exclusion **Lower Tier Covered Transactions** (Sub-Recipient)

This cartification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Pert 67, Section 67.510, Participants' (esponsibilities, The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSIE)

(1) The prospective lower the participant certifies, by submission of the proposal, that neither it

(1) The prespective lower tell participant certifies, by submission of this proposed, into return it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible; or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower ter participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

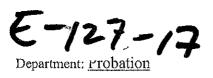
Jeffrey L. Reynolds - President/CEO	5/3/2016
Name and Title of Authorized Representative	3/31/2017
Signature	Dale
Family and Children's Association	
Name of Organization	
100 East Old Country Road, Mineola New York 1 Address of Organization	1501,

OJP FORM 4061/1 (REV. 2/80) Provious editions are obsolete

#### Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared inaligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.





Contract	Details	$\underline{\mathbf{S}}\underline{\mathbf{I}}$	ERVICE: PERSONA	<u>L</u>
NIFS ID#:	CQPB17000003-0	1 NIFS Entry Date: 4/1	7/17 Term: from 4/1/16	to 9/30/16
New 🛛 Renewal		Mandated Program:	Yes No 🗌	
Amendment	<u> </u>	Comptroller Approval Form A	Yes⊠ No□	
Time Extension	<u> </u>	CSEA Agreement § 32 Compl	Yes No 🛛	
Addl. Funds	4)	Vendor Ownership & Mgmt. I	Disclosure Attached:	Yes No 🗌
Blanket Resolution RES#	5)	Insurance Required		Yes ⊠ No □
Agency In	iformation		The state of the s	and the same of th
Routing S	untry Road, ork 11501	Vendor ID# 113422018-01  Contact Person  Jeffrey L. Reynolds, Ph.D., President & CEO  Phone 516-746-0350 e-mail: jreynolds@familyandchildrens.org	Dominick J. Din Address 400 County Seal Mineola, NY 11  Phone 516-571-1513	t Drive
DATE DEPART	MENT Int	ornal Verification Appy day	SIGNATURE	Leg. Approval Required
4/17/17 Department	NIFS Ap	try (Dept) pv! (Dept. Head) tor Registered_Yes	Plackers	
ОМВ	NIFS Ap (Contrac	proval tor Registered) $\Box$ $\Box$	1 RP	Yes No Not required if blanket resolution
4/27/17 County Atto	rney CA RE o	& Insurance I Han	2 D. Chirola 1	
County Atto		oval as to form	15 1/2	T YON DE TO
Legislative	Affaire Fw'd Or	riginal Contract to	7	<b></b>

Legislative Affairs

Could After E

County Executive

CA

Wiks Approval

NIFS Approval

Notarization Filed with Clerk of the Leg.

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#### Department: Probation

## **Contract Summary**

Description: Personal services contract

Purpose: The County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible.

The primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention.

Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.

Method of Procurement:

The contractor is a named participating agency in the County's Supervision and Treatment Services for Juveniles Program (STSJP) plan submitted to, and approved by, the New York State Office of Children and Family Services, for grant funding. \*(See attached plan and notification letter.

Procurement History:

Renewal

#### **Description of General Provisions:**

The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Detention Risk Assessment Instrument (DRAI) to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP Program. Once the DRAI is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

The Contractor shall provide referred youth with Community-Based Supervision services, including, but not limited to the following: Counseling, Case management, Family Support and Crisis Intervention for up to Twenty (20) youth and their families Countywide with an emphasis in the communities of Hempstead and Uniondale.

The Contractor shall provide training to referred youths and their families through the

Strengthening Families Program (SFP)curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, –two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting.

The Contractor shall provide therapy to referred youths through Moral Reconation

Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions.

The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:

- All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;
- Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
- Services will be youth and family-focused;
- Intervention portable home, school and community;
- Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours;
- Evening Hours will be available.

Impact on Funding / Price Analysis:

Program is 62% funded by the New York State Office of Children and Family Services and 38% Local share by Human Services.

Change in Contract from Prior Procurement:

Not applicable

Recommendation: Approve as submitted

. A Committee of the Comm



Department: Probation

## Advisement Information

BUDGET CODES				
Fund:	GRT			
Contro 1:	79			
Resp:	PB79 DE500 X6			
Object :	HSGEN1324 DE511			
Trans action:				

RENEWAL			
%	0		
Increa			
se			
%			
Decrea			
se			

FUNDING SOURCE	AMOUNT
Revenue Contract	
County	\$ 45,220
Federal	\$
State	\$ 73,780
Capital	\$
Other	\$ 1
ТОТА	L \$ 119,000

LINE	INDEX/OBJECT CODE	ories Note	AMOUNT
1	PBGRT79X1NYS/ X6 / DE500	\$	73,780
2	HSGEN1324 / DE511	\$	45,220
3		\$	
4	and and the state of the state	\$.	
5	Q. Jonals (4/27/17	\$	
VE.D'8	18 A	\$	
STATE STATE	CTION TOTAL	\$	119,000

	Dominick J. DiMaggio Jrania and Maggio And Magg	Heritan a man
Document Prepared By:	Dominick J. DiMaggio Jr. Action Market Marke	4/18/17

NIFS Coull reaction  I certify that this document was accepted into NIFS.	Comptroller Certification    certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name W Na
Name	Name	Date 9/3/17
Date	Date	(For Office Use Only)

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY & CHILDREN'S ASSOCIATION, INC.

WHEREAS, the County has negotiated a personal services agreement with Family & Children's Association, Inc. to, among other things, utilize the Intake Assessment Worksheet ("Intake") to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Family & Children's Association, Inc.



## Nassau County Interim Finance Authority

## **Contract Approval Request Form**

(As of March 2017)

1. Vendor:	Family and Children's Associa	ıtion, Inc.	LQ PB 17000005
2. Dollar amount	requiring NIFA approval: \$_119,0	00,00	
Amount to be e	ncumbered: \$ <u>119,000.00</u>		
This is a	X New Contract Advisement	Amendment	
If advisement - NIFA	nount should be full amount of contract A only needs to review if it is increasing func- count should be full amount of amendment of	ls above the amount pr only	reviously approved by NIFA
3. Contract Term:	04/01/16 - 9/30/16		
Has work or servi	ces on this contract commenced?	Yes	No
If yes, please expl	ain: Initial Delay by state in maki	ng funds available	
4. Funding Source	<b>::</b>		
General Fur Capital Imp Other	nd (GEN) Scrant Provement Fund (CAP)	t Fund (GRT) Federal % State % 62 County % _38_	
	for the full amount of the contract? t require a future borrowing?	XYes	No No
Has the County Legis	slature approved the borrowing?	Yes	No
Has NIFA approved t	the borrowing for this contract?	Yes	No
5. Provide a brief	description (4 to 5 sentences) of the it	em for which this a	pproval is requested:
	quested herein followed all proper pr	ocedures and there	eby approved by the:
	ctorney as to form Yes ommittee and/or Legislature Yes	No	N/A N/A
Date of approv	al(s) and citation to the resolution wh	ere approval for thi	is item was provided:
7. Identify all cont	racts (with dollar amounts) with this	or an affiliated part	ty within the prior 12 months:
CQPB15000005	-01 4/01/15 - 3/31/16 \$ 238,000.00		

#### AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and

accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations. Signature Title Print Name COMPTROLLER'S OFFICE To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. Regarding funding, please check the correct response: \_\_\_\_ I certify that the funds are available to be encumbered pending NIFA approval of this contract. If this is a capital project: \_\_\_\_\_ I certify that the bonding for this contract has been approved by NIFA. Budget is available and funds have been encumbered but the project requires NIFA bonding authorization. Signature Title Date Print Name **NIFA** Payment is not guaranteed for any work commenced prior to this approval. Amount being approved by NIFA: Signature Title Date

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

Print Name

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.

		•	

George Maragos Comptroller



## OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Family and Children's Association, Inc.
CONTRACTOR ADDRESS: 100 East Old Country Road, Mineola, NY 11501
FEDERAL TAX ID #: 1134220018-01
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] [#] 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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

	e.	

D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII.   This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.
X. 🖂 Vendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees:   a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Department Head Signature
4/25/17 Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 309/15

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# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or ( years prior to the date of this disclosure a campaign committees of any of the follow committees of any candidates for any of	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two nd ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
NO.	and the second s
e king at manahar angan melandungan di dan yang dalam kendum di dangan kendum dan mengan di mengan dan mengan k	and the second s
tige-transferretureturetakonta artea arteana anno anno anno anno anno anno anno	от не при на при
Vendor authorized as a signatory of the f The undersigned affirms and so swears the statements and they are, to his/her knowled. The undersigned further certifies and affirm	rms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental
Dated: 4/11/2017	Vendor: Family and Children's Association  Signed:
	Title: President/CEO

	·	



# COUNTY OF NASSAU

# LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None

Page 2 of 4
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify
client(s) for each activity listed. See page 4 for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist
expects to lobby:
None

emplo of ret	If such lobbyist is retained or employed pursuant to a written agreement of retainer or syment, you must attach a copy of such document; and if agreement of retainer or syment is oral, attach a written statement of the substance thereof. If the written agreement ainer or employment does not contain a signed authorization from the client by whom you been authorized to lobby, separately attach such a written authorization from the client.
7.	Has the lobbyist/lobbying organization or any of its corporate officers provided campaign

of retainer or employment does not contain have been authorized to lobby, separately		
7. Has the lobbyist/lobbying organization contributions pursuant to the New York S 2016 and ending on the date of this disclobeginning two years prior to the date of the to the campaign committees of any of the campaign committees of any candidates for the County Executive, the County Clerk, the Legislator? If yes, to what campaign committees of the campaign committees of the County Executive, the County Clerk, the County Clerk, the County Executive, the County Executive, the County Clerk, the County Clerk, the County Executive, the County Clerk, the County	tate Election Lav sure, or (b), begi is disclosure and following Nassa or any of the follo the Comptroller,	nning April 1, 2018, the period lending on the date of this disclosure, a County elected officials or to the owing Nassau County elected offices:
None	no tradizione del troste de la memoripa de mete numero in media del religio del especial de seculo de la compa	Name of the state
	ŠILLEDANIŠKINIJOS ŠILDENA VALGOVIJA ŠEV	dept. 1. to 1.
nerentriilisensteli sin sierendi kansuutsiseteen maan seisensisessä jähätienym maanupuusustiitäyli eleksi ki ki käätäisisen ki kunna.		
I understand that copies of this formation Technology ("IT") to be post		to the Nassau County Department of
I also understand that upon term give written notice to the County Attorne		er, employment or designation I must 0) days of termination.
VERIFICATION: The undersigned affirn the foregoing statements and they are, to be		
The undersigned further certifies and affin listed above were made freely and withou benefit or in exchange for any benefit or r	t duress, threat o	
Dated: 4/11/2017	Signed:	1.123
•	Print Name:	Jeffrey L. Reynolds
	Title:	President/CEO

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

a community of caring

January 24, 2017

Robert Cleary Director of Procurement Compliance Nassau County 1550 Franklin Avenue, Room 225 Mineola, NY 11501

Dear Mr. Cleary:

I understand you have been in touch with Dr. Reynolds regarding FCA's submission of Principal Questionnaires for board members, including myself, and that you have a requested a letter from me detailing our rational for submitting forms from agency management rather than volunteer Trustees.

FCA's board does not routinely review, accept, negotiate or reject contracts with Nassau County, nor do board members benefit financially in any way from their association with FCA. All contract decisions rest with management - specifically with Dr. Reynolds - who acts as both as President and CEO. While smaller nonprofits may ask their boards to vote on contracts, we do not do so here at FCA as our board meets quarterly and as you may know, we contract with multiple municipalities and we maintain dozens of contracts per year. Board approvals would be time-consuming, we couldn't do them in a timely way and our overall focus in on agency governance.

We have submitted updated forms for Dr. Reynolds, Mary Ann Vassallo, FCA's Chief Financial Officer and Lisa Burch, FCA's Chief Operating Officer, which gives you disclosure from an executive perspective, a financial perspective and in Ms. Burch's case, from a programmatic perspective. These are also the three highest compensated individuals within the organization and the team that has input into decisions about contracts. It's also important to note that FCA has been doing business with Nassau County for more than 40 years without incident and agency management is always the conduit with elected and appointed officials.

We are a little surprised that our board would be asked to submit these forms as we are community volunteers who ironically, are often called upon to donate funds to FCA to support chronically underfunded programs and to make contributions during the first quarter of the year when county payments are slow.

Our board has discussed this matter at length, directed Dr. Reynolds to respond accordingly and I hope the forms we have submitted on behalf of FCA will suffice. Please let me know if you have additional questions or require more information.

Sincerely,

Drew Crowley

Chair, Board of Trustees

ME

The mission of Family & Children's is to protect and strengthen Long Island's most vulnerable children, seniors, families, and communities.

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

1.	Principal Name Jeffrey L. Reynolds
	Date of birth
	i-lorna miritada
	City/state/zip
	Business address 100 East Old Country Road
	Clty/state/zip Mineola, New York 11501
	City/state/zip Mineola, New York 11501 Telephone (515) 746-0350
	Other present address(es)
	City/state/zip
:	Talephone
	Telephone  List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President 07 / 07 / 2014 Treasurer  Chalman of Board / Shareholder  Chief Exec. Officer 07 / 07 / 2014 Secretary / Chief Financial Officer / Partner  Vice President / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _X_ If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES X NO

v.	Section	on 5 in the past 3 years while you were a principal owner or officer? YES X NO , provide details. SEE ATTACHMENT
op Pn	eration ovid <del>e</del> a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency, detalled response to all questions checked "YES". If you need more space, photocopy priete page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
	<b>a.</b>	Been debarred by any government agency from entering into contracts with that agency?  YES NO _X If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
	Ç.	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? VESNOX If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YESNO _X If Yes, provide details for each such instance.
8.	bankn the pa bankn any su initiats questi	any of the businesses or organizations listed in response to Question 5 filed a uptoy patition and/or been the subject of involuntary bankruptcy proceedings during uptoy parts, and/or for any portion of the last 7 year period, been in a state of uptoy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ut? If Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any fatony charge pending against you? YES NO _X_ If Yes, provide details for each such charge:
	b)	is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.
	c)	is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.

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	Contract Term 01/01/12 To 12/31/34	07/01/13 To 06/30/14	07/01/13 To 06/30/14	10/01/13 To 12/31/14	4/1/12 To 6/30/12	7/1/12-6/30/13	7/3/13 to 6/30/14	`(
	Contract Number	T13989 Proj. 10 LG13-1177-000 DCIS LG13139889	7139890 Proj. 10 1613-1178-000 DCIS 1,613139890	T139937 Proj. (D1.G13-1,228-D00 DCIS (G13139937	T637095 Proj. 10 8112-1043-000 DCJS R111637095	T632660 Proj. 10 8112-1062-000 DCIS 8112632660	ance Abuse Services 7/1/ TM51208 Eusiness Unit/Dept ID OASO1/3670000	
C	Grant Listing Grant Listing Grant Pictor Grant Project Hope	inal Services	inal Services	inal Services	inal Services	inal Services	New York State Office of Alcoholism and Substance Abuse Services TMS1. Business Unit/Dept II	
	Grant Listing Suffolk Cty. Dept. Of	NYS Division Of Criminal Services	NYS Division Of Criminal Services	NYS Division Of Criminal Services	NYS Division Of Criminal Services	NYS Division Of Criminal Services	New York State Office	

	wy	misdemeanor? YES NO _X If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _X If Yes, provide details for each such occurrence.
	years, investi subject for, or respon	Ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 57 YES NO _X if Yes, provide details for each such gation.
	ilsted in anti-iru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a sal owner or officer? YES NO _X If Yes; provide details for each such gation.
1,	respon procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X_ If Yes; a details for each such instance.
	applica	e past 5 tax years, have you failed to file any required tax returns or felled to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO _X_ If Yes, provide details for each such

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

I, jeffrey L. Reynolds

, being duly swom, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this  $11 \pm 0$  of  $11 \pm 0$  2017

Notary Publick

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20

Family and Children's Association

Name of submitting business

Jeffrey L. Reynolds

Print name

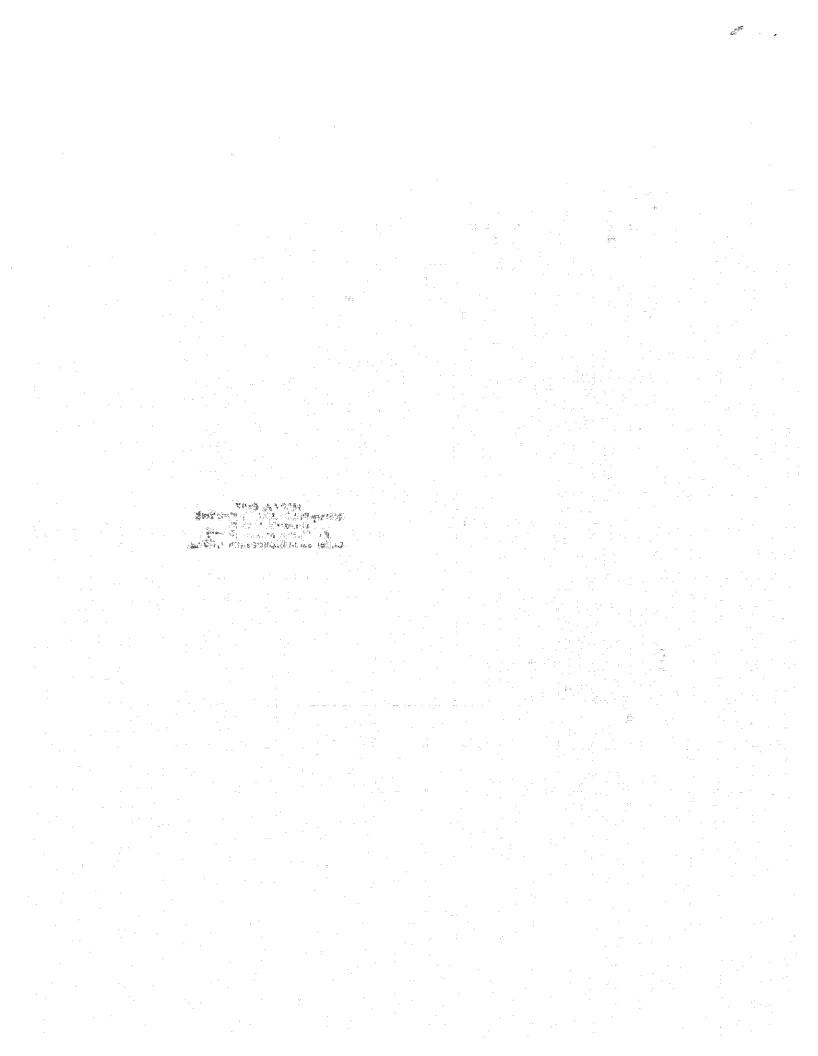
Signature

**President/CEO** 

Tirle

4 11 2017

Date



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

1.	Principal Name Lisa Burch
	Date of birth
	Home address
	City/state/zip
	Business address 100 E. Od Courty Rd.
	City/state/zin Minopla NV 11501
	Telephone 516-746-0350
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President// Treasurer//
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
ŧ	Chief Financial Officer / / Partner / /
COO	Vice President 5/06/15
·	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any
	other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-
	for profit organization other than the one submitting the guestionnaire? VES 1/NO .
	Gurent-President, Temple Am-Echad, South Share Reform
	Congregation 7/1/13-6/30/15 1st VP Temple Am-Echael Rev. 3-2016
	7/1/13-6/30/15 12 VI TEMPLE AM-Echael Rev. 3-2016
	South Share Refer in Congregation

6.	Seçu	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO
Pro	eratior ovide a	n affirmative answer is required below whether the sanction arose automatically, by not faw, or as a result of any action taken by a government agency. If you need more space, photocopy opriate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
	the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	G)	misdemeanor?
		YES NO _V If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	investi subject for, or respor	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in 1 have to Question 5? YES NO If Yes, provide details for each such igation.
10	anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pal owner or officer? YES NO If Yes; provide details for each such gation.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; edetails for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of Septentur2010

Notary Public

MARY A. CHIZ Notary Public, State of New York No. 01CH6163683 Qualified in Nassau County Commission Expires April 2, 20 19

Family and Children's Association

Name of submitting business

Print name

141

Γitle

Date

Principal Name Mary Ann Vassallo

1.

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.

	Date of birth
	Home address
	City/state/zip
	Business address 100 East Old Country Road
	City/state/zipMineola, NY 11501
	Telephone 516-746-0350 x4319
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer//
	Chairman of Board// Shareholder//
	Chief Exec. Officer/ Secretary//
	Chief Financial Officer 🕰 / Iɔ 🔑 🕰 Partner/
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
<b>4</b> .	Are there any outstanding loans, guarantees or any other form of security or lease or any
	other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO 🚣 If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-
	for-profit organization other than the one submitting the questionnaire? YES X NO; If Yes, provide details.
Board	-Treasurer, Hands across Long Island (HALI)
	Brightside ave Central Islip My 11722 Pay 3 2016
	Central Islip My 11722 Rev. 3-2016
	17808

6.	Has ar Sectio If Yes,	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES VO provide details. nus office of mental Heurity, us hub	
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or priate page and attach it to the questionnaire.	
7.	. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:		
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.	
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES	
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.	
8.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)	
	a)	Is there any felony charge pending against you? YES NO \( \sum_{\text{NO}} \) If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.	
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.	

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the stof an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil lust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a local owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YESNO If Yes, provide details for each such

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

I, Mary Ann Vassallo , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of September 2014

MARY A, CHIZ
Notary Public, State of New York
No. 01CHe183683
Qualified in Nassau County
Commission Expires April 2, 20

Mary a. Chi Notary Public MARY A. CHIZ
Notary Printed. Citate of New York
On the Read County
Contraction Expires April 2, 20

Family and Children's Association

Name of submitting business

Mary Ann Vassalio

Print name

Signature

Vice President and CFO

Title

Rev. 3-2016

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

1.	Principal Name DONALD E. HOLDEN
••	Date of birth
	Home address
	City/state/zip
	Business address 100 Enst ELD Columny Rond
	City/state/zip /nineoln Ny 11501
	Telephone 5/6 767-2097
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer//
	Chairman of Board/Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer / / Partner / /
	Vice President//
	(Other) Vice President of Development
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.	
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriate page and attach it to the questionnaire.	
7.	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:		
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\checkmark$ If Yes, provide details for each such instance.	
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.	
	d.·	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.	
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	a)	Is there any felony charge pending against you? YES NO $\checkmark$ If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.	
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.	

	9)	misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
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12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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1, DONALD E. HOLLEN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8 day of September 20\_16

FAMILY & CLILDREN'S ASSOCIATION Name of submitting business

Notary Public D

Vice President of Jevelopa ent

MARY A. CHIZ Notary Public, State of New York No. 01CHe183683 Qualified in Nassau County Commission Expires April 2, 20

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	A CONTRACTOR OF THE CONTRACTOR
1.	Principal Name Jane C. Tucker
	Date of birth
	Home address
	City/state/zip
	Business address 100 Eaxt Old Country Kd.
	City/state/zip Minesta, NY 11501
	Telephone (516) 746-0350
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer//
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner//
	Vice President 9 / 9 / 2013 / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _v If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO $\underline{\hspace{0.1cm}}$ ; If Yes, provide details.

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in not be past 3 years while you were a principal owner or officer? YES NO provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _v If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response questions checked "YES". If you need more space, photocopy the appropriate page an attach it to the questionnaire.)		uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _v If Yes, provide details for each such conviction.

	e)	misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
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12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _v If Yes, provide details for each such

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I, <u>Jove C. Tuck</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this I'day of September 2016

Mary a. Chy Notary Public MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Gualified in Nassau County
Commission Expires April 2, 20

Family and Children's Association

Janec. Tucker

Print name

Signature Signature

VP & Chief Human Resources Officer

9 / 8 / 16 Date

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

1.	Principal Name Nancy Cohan
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
:	Telephone
	Other present address(es) NA
	City/state/zipNA
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board// Shareholder//
•	Chief Exec. Officer//Secretary//
	Chief Financial Officer / / Partner / / Vice President 01/ 10 / 2016 / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO _x  If Yes, provide details.
4	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO $\underline{x}$ ; If Yes, provide details.

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO $\underline{\times}$ , provide details.
op Pr	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
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	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _x If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO $_{\times}$ If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $_{\underline{x}}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO _x If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO _x If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NOx _ If Yes, provide details for each such conviction.

	<b>e</b> }	misdemeanor?  YES NOx If Yes, provide details for each such conviction.
	Ŋ	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NOx If Yes, provide details for each such occurrence.
years, have you been the subject of a criminal investigation and/or a civil investigation by any federal, state or local prosecuting or investigative age subject of an investigation where such investigation was related to activition for, or on behalf of the submitting business entity and/or an affiliated business.		ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the it of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details for each such gation.
10	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization $n$ response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, $ng$ but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO _x If Yes; provide details for each such gation.
11	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO $_{-x}$ If Yes; e details for each such instance.
12	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _x If Yes, provide details for each such

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

I, Nancy Cohan , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8 day of September 2016

Notary Public

Family and Chitebran's Association

Print name

Signature

e President

Title

<u>9</u>, 8, 16

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 altach them to the questionnaire.

1,	Principal Name DREW CROWLEY
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President// Treasurer/_/  Chairman of Board/_// Shareholder/_/  Chief Exec. Officer/_/ Secretary/_/  Chief Financial Officer/_/ Partner/_/  Vice President/_/ (Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4,	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO/ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO if Yes, provide details.

6.	Section 5 in the past 3 years while you were a principal owner or officer? YES NO If Yes, provide details.					
ope Pro	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 p organiz	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:				
		Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.				
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.				
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO \( \sum \) If Yes, provide details for each such instance.				
	d <b>.</b>	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.				
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings of 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 an any such business now the subject of any pending bankruptcy proceedings, whenev		ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and				
		Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? YESNO If Yes, provide details for each such charge.				
	c)	Is there any administrative charge pending against you? YES NO 🔀 If Yes, provide details for each such charge.				
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.				

	ө)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
		·
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _X If Yes, provide details for each such occurrence.
9.	years, invest subject for, or respon	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO Kes, provide details for each such gation.
10.	listed anti-tr includ princh	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a real owner or officer? YES NO If Yes; provide details for each such gation.
11.	respo proce	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO 🔀 If Yes; e details for each such instance.
12	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X If Yes, provide details for each such

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.

Sworn to before me this 1st day of Marc 20/7

Notary Public

JEFFREY L. REYMOLDS

NOTARY PUBLIC - STATE OF NEW YORK NO. 01 RE6106258 Qualified in Suffolk County 20, Commission Expires March 1, 2008

Fam. Ly and CHICKINUS ASTOC.
Name of submitting business

ribit fiame

Signature

CHARMAN OF BURN

3 / 13

Rev. 3-2016

### **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 <u>AWARD</u>

1.	Principal Name H. Chard Grater  Date of birth  Home address  City/state/zip  Business address  City/state/zip  Telephone  Other present address(es) Non & City/state/zip  Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President// Treasurer/_/  Chairman of Board/_/ Shareholder/_/  Chief Exec. Officer/_/ Secretary//  Chief Financial Officer/_/ Partner/_/  Vice President/_/ (Other) Vice Chairman O1/09
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.  Pathway Investments LLL  The Grafer Foundation

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.	
op Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.	
7.	7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:		
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.	
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.	
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.	
8.	bankru the pa bankru any su initiate questio attach	any of the businesses or organizations listed in response to Question 5 filed a aptropretation and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropretation of the last 7 year period, been in a state of aptropretation of the last 7 years ago and/or is according to the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)	
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO V If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO VIFYes, provide details for each such charge.	
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.	

	e)	misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
y ir s fe r	ears, nvesti ubjec or, or espor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in the companion of the submitting business entity and/or an affiliated business listed in the companion of the submitting business entity and/or an affiliated business listed in the companion of the submitting business entity and/or an affiliated business listed in the companion of the companion
ii 8 11 14	isted anti-tr nclud orinciț	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pal owner or officer? YESNO If Yes; provide details for each such ligation.
ı	espo proce	past 5 years, have you or this business, or any other affiliated business listed in nse to Question 5 had any sanction imposed as a result of judicial or admir/istrative edings with respect to any professional license held? YES NO _V If Yes; le details for each such instance.
<b>:</b>	annlic	ne past 5 tax years, have you failed to file any required tax returns or failed to pay any cable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

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

I, H. Richard Grafer , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30thday of August

20\_16

Notary Public A. Ch

MARY A. CHIZ
Notary Public, State of New York
No. 01Cheffesses
Cuntified in Nassau County
Commission Expires April 2, 20 17

Family and Children's Association

Name of submitting business

H. Richard Grafer

Print name

Signature

Vice Chairman, Board of Trustees

Title

8 / 30 / 16

Date

### 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 Judy Sanford Guise
, .	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President//Treasurer//  Chairman of Board//Shareholder//
	Chief Exec. Officer/ Secretary 01 / 01 / 2010
	Chief Financial Officer// Partner//
	Vice President/////
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _x If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _x If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _x If Yes_provide details

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO novide details. N/A				
op Pre	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.				
7.	7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:					
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.				
N/A	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.				
	c,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.				
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.				
8.	the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptroperation and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroperation of the last 7 year period, been in a state of aptroperation of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.				
N/A	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.				
IVA	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.				
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.				

N/A	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
IN/A	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9. N/A	years, investi subject for, or	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in
10	respor investi	nse to Question 5? YES NO If Yes, provide details for each such igation.
N/A	listed i anti-tro includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such igation.
11 N/A	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; le details for each such instance.
12	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited are and sewer charges? YES NO $\underline{x}$ If Yes, provide details for each such

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.

1, Judy SAWFOLD GUISE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of August 2016

MARY A. CHIZ
Notary Public, State of New York
No. 01CH61e3683
Qualified in Nassau County
Commission Expires April 2, 20 L9

ZHILDREN'S ASSOCIATION

### 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.

CO	MPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY, FAILURE TO
<u> 301</u>	DMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
AW.	L BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR ARD
1.	Principal Name PATRICIA BONICA
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer / /
	Chairman of Board <u>01 101 12010</u> Shareholder 1 1
	Chief Exec. Officer// Secretary//
	Chief Financial Officer / / Partner / /
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4	Are there any outstanding loans, guarantees or any other form of security or lease or any
	other type of contribution made in whole of in part between you and the business
_	submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES V NO ;
D=-	Long Ishand Council Drug and Alcoho/Board Officer esident & CEO of Pryor Associates
PI	estdent & CEO of Fryor Associates

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.		
ope	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or printer 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 NOV If Yes, provide details for each such instance.		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.		
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO/_ If Yes, provide details for each such instance.		
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.		
the past 7 years, and/or for any portion of the last 7 year period, been in a stable bankruptcy as a result of bankruptcy proceedings initiated more than 7 years any such business now the subject of any pending bankruptcy proceedings, initiated? If 'Yes', provide details for each such instance. (Provide a detailed		uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and		
		Is there any felony charge pending against you? YES NO/ If Yes, provide details for each such charge.		
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.		
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.		
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.		

	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO 1 If Yes, provide details for each such occurrence.
9.	investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 5? YES NO If Yes, provide details for each such gation.
10	anti-tru includi	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YESNOIf Yes; provide details for each such gation.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12,	applica	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

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

YES \_\_\_\_ NO \_\_\_ If Yes, provide details for each such conviction.

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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this Hay of August 2016

Notary Public

MARY A. CHIZ
Notery Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20 129

Family and Children's Association

Name of submitting business

Print name

Signatura

oignature

Title

Data

### 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

	Principal Name KAGEAT SCHWERDEL
•	
,	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zíp
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President//
	Vice President / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire? YESNO

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO If Yes, provide details.	/· 			
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopine appropriate page and attach it to the questionnaire.	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			
<ol> <li>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:</li> </ol>	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:			
Been debarred by any government agency from entering into contracts with that agency?     YES NO If Yes, provide details for each such instance.				
<ul> <li>Been declared in default and/or terminated for cause on any contract, and/or had a contracts cancelled for cause? YESNO If Yes, provide details for eac such instance.</li> </ul>	ny h			
<ul> <li>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.</li> <li>NO If Yes, provide details for each such instance.</li> </ul>				
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, providerals for each such instance.				
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to a questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)	all			
a) Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.	et			
b) Is there any misdemeanor charge pending against you? YES NO Yes, provide details for each such charge.				
c) Is there any administrative charge pending against you? YESNO If Yes, provide details for each such charge.				
d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, of any other crime, an element of which relates to truthfulness or the underlying factor of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.	or :ts			

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO: If Yes, provide details for each such occurrence.
9.	years; investi subject for, or respon	lition to the Information provided in response to the pravious questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the at of an investigation where such investigation was related to adivities performed at; on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10.	listed anti-tri includ princip	bition to the information provided, in the past 5 years has any business of organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pail owner or officer? YES NO If Yes; provide details for each such igation.
11.	proce	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YESNOVIFYes, le details for each such instance.
12.	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such

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

I, POBET SCHWEBEL, being duly swom, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

SHERRIE L AMAYA
Notary Public, State of New York
No: 4958384

- Qualified in Nassau County
Commission Expires November 8, 20 \_\_\_\_\_\_

Sworn to before me this Hay of August 2016

Family and Children's Association

Name of submitting business

KARDON Sali

ورا بيخ او ميم الرسيسي

Title

8,29,2016

Date

### **Business History Form**

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

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

NOTE: All questions require a response, even if response is "none" or "not-applicable."

JU	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING (ESTIONS).
Dat	ie: international and and an all and an anti-
1)	Proposer's Legal Name: Family and Children's Association
2)	Address of Place of Business: 100 East Old Country Road, Mineola New York 11501
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Ph	one : <u>(516) 746-0350</u>
Do	es the business own or rent its facilities?_Both
4)	Dun and Bradstreet number: 068058114
5)	Federal I.D. Number: 11-3422018
6)	The proposer is a (check one): Sole Proprietorship Partnership X Corporation _x Other (Describe) _401 (3) c
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes _X_ No If Yes, please provide details: _Rusiness leases office space in  Corporate Headquarters.
8)	Does this business control one or more other businesses? Yes X No If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence

Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. Affiliates with Long Island Council on Alcoholism & Drug Dependence
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 X 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 X 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 _X If Yes, provide details for each such investigation
13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling \$226,000 for back wages related to benefit time accrued by a class of CANNASSAU County Employees who were terminated in 2012. The claim remains unresolved 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 _X if Yes, provide details for each such charge.
b) Any misdemeanor charge pending? Yes No _X If Yes, provide details for each such charge
c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No _X

	if yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No _X If Yes, provide details for each such conviction.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _x If Yes, provide details for each such occurrence.
business respect t	ist (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No $\underline{X}$ ; If Yes, provide details for the instance.
pay any l limited to such yea	past (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not a water and sewer charges? Yes No _x_ If Yes, provide details for each ar. Provide a detailed response to all questions checked 'YES'. If you need more hotocopy the appropriate page and attach it to the questionnaire.
Provide a de photocopy th	etailed response to all questions checked "YES". If you need more space, ne appropriate page and attach it to the questionnaire.
17) Conflict ( a) coi	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no inflicts 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.  As to the best of my knowledge, 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.  As to the best of my knowledge, 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.  As to the best of my knowledge, 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 POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY.

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

Should the proposer be other than an individual, the Proposal MUST include: SEE ATTACHED RESUME

- i) Date of formation; 1998
- Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NONE
- iii) Name, address and position of all officers and directors of the company; BOARD OF TRUSTEES
- iv) State of incorporation (if applicable); NEW YORK

(See Attachment)

- v) The number of employees in the firm; 325
- vi) Annual revenue of firm; \$20,000,000.00
- vii) Summary of relevant accomplishments STEWARDSHIP REPORTS- (See Attachment)
- viii) Copies of all state and local licenses and permits. NONE
- B. Indicate number of years in business. Family and Children's Association was Incorporated in 1998-
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SEE ATTACHMENT-
- 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 Nassau County Department of Social Services
Contact Person Victoria Meyerhoefer, Director of The Office For the Aging
Address 60 Charles Lindbergh Blvd.
City/State Uniondale, New York 11553-3691
Telephone 1-516-227-8900
Fax #1-516-227-8972
E-Mail Address Victoria.Meyerhoefer@hhsnassaucountyny.us

Company	Nassau County Departmen	it of Social Sevices	inimumi <del>La parte d'Englis primpi</del>	70.00 Mary 10.00 Mary 1
	son <u>John Imhof, PhD. Co</u>			
Address6	0 Charles Lindbergh Blvd.			The state of the s
	Jniondale, New York 1153			
Telephone	1-516-227-8519			notice to the second of the se
	naikaannooninkokkoloonin aanan makansaan menikkiisin ihalkaakkaaninisia — "ijikikk			<del>hashinin assista</del> 14
	ess_John.lmhof@hhsnas			
Company <sub>4</sub>	NY State Division of Justice	Services	the distribution was the end of the distribution of the end of the	
Company <sub>4</sub>		Services	gerappe and general mentioned and the adjustification accommunity	
Company Contact Pe	NY State Division of Justice	Services inal Justice Services-Ali	red E. Smith Build	ling- 80 South Swan
Company Contact Pe Address N City/State	NY State Division of Justice Son Maura Gagan	Services inal Justice Services-Al	red E. Smith Build	ling- 80 South Swan

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FALSE STATEMENT TO CRIMINAL CHARGES. I, <u>Jeffrey L. Reynolds</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. Sworn to before me this 11th day of ABUL MARY A. CHIZ Notary Public, State of New York No. 01CH8163682 Qualified in Nassau County Commission Expires April 2, 20 Name of submitting business: Family and Children's Association , Reynolds er name ignature President/CEO

# Jeffrey L. Reviolds, Pald, Ceap, Bap

E-Mail: OrlempyRymoles Samail.com

### Dynamic and Committed Non-Profit Executive

Energetic mission-driven lession offering demonstrated success creating new community-based programs, building effective organizations and achieving operational efficiency for succeived growth.

Deep commitment to community health, wellness, prespectly and social justice through non-profit ancellance with an emphasis on measurable outcomes.

Extraordinary ability to recruit, retain, motivate and win posts performance from multidisciplinary teams of employees and volunteers.

Recognized public sitelin skills and outstanding reputation among elected officials, mades professionals, corporate sponsors and constantly loaders.

Broad foundation of senior management expertise gained through 25+ years of diverse experience providing frontiline services, mobilizing communities and managing programs for success.

Highest level of pareanal and professional integrity with a passion for chesisnips and commitment to exceeding all expectations and objectives.

### Com compatancies

Organizational Development Program Evaluation Organications Marcia Relations Collaborative Leadership

Strategic Allences Change Management Government Relations Grant Management Public Speaking

Fiscal Planning & Buripating Social Entrapreneurable Grant Proposal Whiting Corporate Sponsorables Community Building

### Education

Doctor of Philipsophy (Ph.D) in Bocial Welfare (2007) School of Social Welfare

Storry Brook University, Storry Brook, NY

Classertation: Using the Transferentical Model of Behavior Change to Explore Substance Use Patterns and HIV Risk Behaviors in a Suburben Sample

Minister of Public Administration in Health Administration (1997) Callege of Management, School of Public Service Long Island University, Brookville, NY

Sechelor of Arts in Psychology (1988) Dowling College, Oskidale, NY





### Professional Experience

Long Island Council on Alcoholism & Drug Dapandonca, Inc. (LICADD)

Minecia, NY

March 2006 - Protent

Executive Director

Reporting to a 23-member Board Of Directors, manage all expects of a non-profit agency dedicated to escholing individuals and families struggling with addiction and proventing the early onset of extraorestructures among young people.

- Supervise management and earlier clinical stall, providing engoing support, guidence and training so as to ensure program officelyenese and activevenient of all contractual goals.
- Oversee the expansion of egency services, including LICADD's chemical dependency services including SBIRT, planned family interventions; relapse prevention programs, and the adoption of Too Good for Drugs, on evidence-based K-12 sebstance abuse prevention intervention.
- Re-branded and presently manage LICADO's Employee Assistance Program (EAP) which serves more than 70,000 employees of labor unions, school districts, corporations and municipalities in the tri-state error.
- Whole, won and managed a U.S. Department of Health and Services grant totaling \$300,000 for a new Manipring Children of Incurrented Parents grant.
- Wrote, won and managed a NYS Copartment of Health AIDS Institute grant to conduct an overdose prevention program and create a heroin brochuse targeted at teams.
- Represent LICADO on various task forces, community workgroups and edvisory boards and serve as a speaker of professional conferences, community forums and believe government localise.
- Serve as an apency spokesperson for media interviews and represent LICADO on various community teak forces.
- Increased revenues from 500Kiyaar to \$1,385Miyaar and increased total number of femilies served by 750% since 2000.

BlockELP, inc.

Houppougo, NY

July 1997 - Month 2009

Co-Founded Chief Operating Officer

Managed day-to-day operations of a non-profit agency dedicated to assisting victims of hate crimes, providing community-based visitable prevention services and advocating for public policies to address hate crimes, youth victance, bullying, cyberbullying and discrimination.

- Supervised educational staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.
- Served as the primary lisioon to all federal, state and local funders, chair sits visits and prepared written/crail reports for both funding sources and BlasHELP's board of directors.
- Helped secure more than 31 million in grants, opensorations and contributions from corporations including Bank of America, Northrop Grumman, and Roslyn Savings Bank as well as foundations such as the Long feland Corremanty Foundation and the Charitable Ventures Fund.



A Company of the Comp



- · Holped secure and menage more than \$3 million in bi-parties apparament funding includes a 3500,000 Congressional assessit administered by the U.S. Department of Justice, \$250,000 in NYS Somete and Amenday Mamber Issue, and empoing grants from the Suitable County Office of Minority Affebra.
- · Vitote, won and successfully menopoid a hyp-year SAMHSA-funded Youth Victorias Cookline that brought together law enforcement officials, former geng members, achool representatives, excludworkers, media professionata, youth and femilies.
- . Whote, won and managed a Communities Empowering Youth grant (\$600,000) minulationed by the Administration for Children and Familias designed to anhance the capacity of local youth-serving takin. based and non-croft organizations.
- Whote, won and resnaged a HYS Division of Criminal Judice Services (DCJS) grant to provide an substance-based intervention to address violence arrang Hisparic girls at Storetarced Mildia School.
- Secured international media coverses for Bias/65LP after successful convincing Yahoo and Ebay to India auction takes of Ku Khizi Klan and Nazi paraphamate.
- · Whote and helped dealgn agency annual reports, brackures, newsletters and other promotional overela.

Long bland Association for AIDO Care, Inc. (LIAAC) Hauppenno, NY

Public Alleira Consultani

Protestated for providing similaries guidanes and assistance related to government affairs, resource divisionment, public relations, atrategic insrienting, and communications,

- Edited immed reports, HIV prevention materials and grant applications.
- Served so a key ligious to elected officials, particularly at a state level, conducting in-district and Alberrybased meetings, delivering testimony at public hearings and creating position papers;
- Conceived and executed a major marketing company to se-engage out-of-core HIV-positive individuals. Clearance and supervised the production of bilingual television, radio, unline and print Public Service Announcements and coordinated all macks piecements. Extended campaign with brochures, posters, a dedicated website and bus advertisements.
- Secured Hepatitis C. funding from the NYS Secure, crystal mathemphateming prevention funding from the NYS Assembly and STD funding from the NYS Department of Health to advence LIAAC's continued disarcification.
- Served ea a conference presenter and trainer on program sustainability for SAMHSA mental NAME AND ADDRESS OF A STREET A

1007 - 2007 Vice President for Public Affairs

Reporting to the President/CEO, responsibilities included: Corresponent, evenight and implementation of orinual public policy advocacy apandar participation in various community avents and on various community planning bodies; preparation and delivery of testimony before local, state and federal governmental bodies, conference presentations addressing such besuse as herm reduction, confidentiality, discrimination and bioethics, outreach and education surrounding the secto-political

in the state of th





implications of the AIDS optionist; media outreach to insure accurate and comprohensive nows coverage of HIV-related leavest; organizational planning for organization development events; proposition and admission of foundation grant applications; supervision of department stell; and editing of bimonthly organizations, annual report and other agency publications.

- Led a development team responsible for the production of AIDS Wells Long talend, Chef's Secreta, a golf outing, cycling event, and other fundralisms. Negotiated eponsonidge with high not worth individuals, major corporations, small businesses and media outlate.
- Directly secured more than \$5 million in new government grants, foundation grants, approximately and individual cities.
- Acted as media applicaments and security from and of national, regional and local media placements.
- Supervised production of all printed metalists, intevision spots, radio ada; billboards and websites, including an online cyclist pleatos system, which doubled event revenues:
- Strengthaned LIAAC's influence in the public policy arena, creating white papers, agreementing grassroots advocacy activities and ultimately helping to secure passage of key places of legislation.
- Led qualitative and quantitative evaluation of federally funded HIV-feeling program.
- Served as a key member of opency management team, engaged in circlegic planning, financial forecasting and ongoing sessesment of agency staff and programs.

1095 - 1997	Director of Policy and Public Relations
1004 - 1005	Deputy Director, Public Policy and Community Development
1991 - 1994	Advocacy and Communications Coordinator
1989 - 1991	Volunteen/Cilent Services Lleison

### VICTIMO IMPORMATION BUREAU OF BUFFOLK COUNTY (VIBS) HEUDDENEN, NY

1888 - 1960 Social Work Advocate

Responsibilities included: Assisting and advocating for victims of domestic victence, rape, incest and sexual assault including: counseling victims in regard to their legal rights and option; escenting victims through such agencies as hospitals, probation, the District Attorney's critics and Family, Supreme and Criminal Courts in an effort to ensure that proper treatment and services are given; crisis intervention on emergency hotline; acreening and assessment of clients seeking counseling services; and a sound importedge of the changing laws involving victim's rights.

### Community Activities

2013 - Present	Mamber, Masakish Hatlonal Adolescent Trastment Advisory Board
2013 - Present	Member, Briefeliffe College Business Advisory Soard
2013 - Present	Chair, Nassau County Youth Board (Appointment)
2012 - Present	Member, Drug Enforcement Agency (DEA) Prescription Drug Working Group
2013 - Present	Member, Mental Health Association of Buffolk Advisory Board
2012 - Prosent	Co-Chair; Buffolk County Sober Home Overeight Board (Appointment)
2011 - Prosess	Member, Buffolk County Welfare to Work Commission (Appointment)
20/19 - Present	Executive Committee Member, Massau County Herein Task Force

The second secon

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1924 - Present Vice Chilir, Haw York State AIDS Advisory Council Appointed in April 1804, recopposited Merch 1895, 2009, 2011 by NYS Saneta Majority Leaster

Chair, Subcommittee on the NYS Budget

Co-chair, Subcommittee on Calmined Datendard HIV Teaching

- Co-chair, Subcommittee on HVS Newborn HIV Testing Regulations
- Co-chair. Ad Hoc Subcommittee on HIV/AIDS and Walkers Reform

Maniter. Subcommittee on Harm Paduction

Mamber, Subcommittee on HIV/AIDS Surrellence/Portner Notification

- Litember, MYS Eveluation Committee, Expanded Syringe Access Program (ESAP)
  2010 2012 Chair, Suffolk County Heroin/Opisto Advisory Pavel (Appointment)
  2008 2012 Board Member, Long Island Resourcey Association

- 2907 2012 Aseistant Canical Professor, Stony Brook University
  2007 2012 Concessor/Condessors Presenter, McKley Consulting for SAUMON,
  1897 2005 Mamber, Numbington Town And-Eles Teats Person
- 1983 -- 1995 Minnber, Buffede County Anti-Gles Summit
- 1992 1995 Mainber, NYS AIDS Housing Advisory Committee
- 1992 1998 Board Member, New Yorkson for Appendible Health Coverage 1992 1997 Board Member, Policy Advisory Committee, NS Ryen White Network
- 1991 1995 Board Momber, Li Coeffice for a Mational Health Plan
- 1987 1997 Sound Mandour, Buffielk Chapter, Name York Civil Liberties Union Sound Chair, 1922-1988
- 1980 1995 Member, Catholic Charities Couldon for Pocota with Dissbillion
- 1992 1994 Bourd Marribor, New York AIDS Coalition (NYAC)
- 1991 1994 Manther, Steering Committee, Contactor for Projection Reduction

### Honors and Assenta

- 2013 Times of Similations Main of the Year
- 2019.3 Caron Treatment Centers Distinguished Professional Award
- 2012 Long Island Prises Power List
- 2012 Simple Hope Foundation Community Laudenship Award
- 2011 Long latered Proces Power List
- 2010 Long totand Press Power List
- 2000 Long Island University, College of Microsposes Cultivation Autority
- 1090 Long leland Prises Club Award for Business Reporting
- 1998 How York AIDS Coalition Advictory Append

### Distance Proportions

Invited to testify on remarcus occesions before the Nesseu and Suitable County tegislatures on and other governmental bodies including: the NYS Secute Test Force on Health Cere, the NYS Assembly Standing Committee on Insurance, the MYS Assembly Health Committee, and the MYS Assembly Social Services Committee. Adjunct Professor Issaching courses on public health interventions and athlics at Stony Breck University. Guest lecturer at Adelphi University. Long laboral University. Holistra University and a variety of other educational institutions. Conducted leadership trainings for the New York AIDS Coalition, the Huntington Chamber Foundation, the Heasen County Police Department, and the Yourt of North Hempetered. Conducted more than 500 trainings on public health, addiction and parenting for ocitodi districts, community groups and corporations. Presented 19 formul papers at professional/academic conferences, including the federal Centers for Disease Control's Health Communications Conference in 2011 and the Employee Auditorica Professionals Association World Condenence in 2013...



### Publications

Authored more than 300 none and op-ad criticiss that have appeared in a wide variety of publications including: Newsday, The Long Island Prose and Long Island Business News. Author of Psyclaiming Load Voices: Children Crphaned by HIV/AIOS in Suburbia (Huntington Station, New York: LIAAC 1986), 'To Tall or Not to Talk Disclosing Your HIV Status' in Positive Options: A Flundbook for Psopie Living with NIV and. K. Timour (New York: Body Positive 1989); Mandering the Missa: A Consumer's Guide to HIV/AIOS and Walters Reform (Huntington Station, How York: LIAAC 1989); Sacrificing Science and Spanishilly; How Squareddiness over Syringss is Staling Public Health Efforts on Long Island (Huntington Station, New York: LIAAC 1999)

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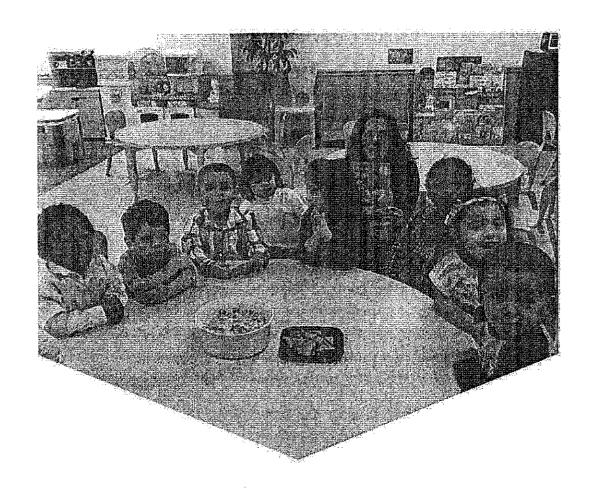
Consistently used as an expert source of substance elosse, addiction, HTVIAIOS and human/chit rights information in a wide variety of local and mational racio, felsylaten and print cuttate including: CNIN, Steomberg.com, MSNBC, CBS Evening News, News 12, Newsday, The New York Times, Veril Street Journal, Only News, Eyestiness News, USA Today, and National Public Radio, Profited in Newsday cover story on White Hause Conference on AIOS (Plea from Substance of White Hause, December 6, 1995). Interviews total more than 1500 in over 250 local, national and international macks outside.

### Additional Gredentials/Certifications

U.S. Department of Transportation-Qualified Substance Abuse Professional (2012) Certified Employee Assistance Professional (2011) Certified Anger Managament Professional (2010) Notary Public, State of New York, County of Suitots (1989)

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## PROVIDING HELP & HOPE



2015 ANNUAL REPORT

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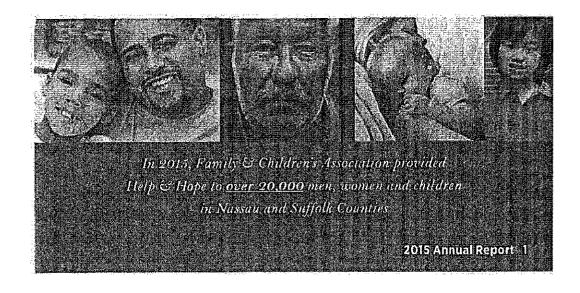
Jeffrey L. Reynolds, Ph.D., CEAP, SAP PRESIDENT/CEO. LIST Burch, MPH, VP & CHIEF OPERATING OFFICER Mary Ann Vassallo, vp 8 chief financial officer Don Holden, MA, VP & CHIEF DEVELOPMENT OFFICER Nancy Cohan, LMFT-MA, vp. Grants & program bevelopment Jane C. Tucker, JD, PHR, vp & chief human resources officer Jamie Schwartz, LCSW-R, CASAC, assistant vice president, behavioral health LISA Stern, LCSW-R. ASSISTANT VICE PRESIDENT, SENIOR & ADULT SERVICES Donna Teichner, LCSW, assistant vice president, preventive services 'As of June 14, 2016



# **OUR MISSION**PROTECT & STRENGTHEN

Family & Children's is dedicated to protecting and strengthening Long Island's most vulnerable children, youth, seniors, veterans, families and communities.

We offer assistance to those who are experiencing social, emotional and economic challenges.



Dear Friends of FCA.

On behalf of our Board of Trustees, dedicated staff and loyal volunteers, we are proud to present you with our 2015 Annual Report. Though it's almost impossible to capture a year's worth of work in a few pages, paragraphs and pictures, we've included some highlights. client stories and key performance indicators that help tell our story.

We continued our agency re-organization in 2015, expanded our leadership team, launched several new programs and fulfilled a promise to Long Islanders we first made more than 130 years ago.

The nonprofit sector is in the midst of incredible turmoil and behavioral health, in particular, is undergoing significant changes in both its financing and service delivery. Here at FCA, we're embracing these changes, positioning ourselves for success and creating new partnerships that will produce measurable, sustained results for our region's most vulnerable populations.

With renewed financial stability, an incredibly gifted team and a laserfocused commitment to excellence we will soon unveil FCA 2020, a comprehensive blueprint for our continued progress as one of Long Island's largest nonprofits. We are thrilled that you've been part of our historic success and even happier to call you family.

Sincerely,

Jeffrey Reynolds, PhD President/CEO

Drew Crowley Chairman, Board of Trustees



In 2015, Family and Children's Association (FCA) and The Long Island Council on Alcoholism and Drug Dependence (LICADD) entered into a strategic partnership that will consolidate administrative functions, reduce operating expenses and most importantly, create a seamless continuum of care for individuals and families struggling with addiction. Under the new arrangement, LICADD has become an affiliate of FCA.

Together, the agencies now offer a full array of addiction services ranging from school-based prevention programs, to mental health/substance abuse screenings, to brief interventions and NYS-licensed outpatient treatment, to recovery support and relapse prevention. Additional services offered by the agencies include: youth mentoring, services for military veterans, children's mental health services, transitional housing and professional continuing education programs.

Under the formal agreement, LICADD will retain its identity, its 501 (c) 3 nonprofit status and existing programs for the foreseeable future. FCA will help the agency manage staff, finances, existing grants and new opportunities in the rapidly evolving behavioral health marketplace.



FCA President/CEO Dr. Jeffrey Reynolds and LICADD Executive Director Steve Chassman, along with Nassau County District Attorney Madeline Singas and NYS Assemblyman Joseph Saladino, recently participated in a press conference hosted by Senator Kirsten Gillibrand discussing the need for stricter guidelines regarding opioid prescriptions.

# MEETING OUR GREATEST CHALLENGES

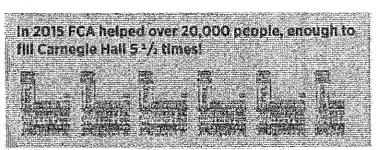
For more than 130 years, FCA has offered help and hope to millions of Long Island's most vulnerable men, women and children by providing vital services such as career counseling, education, support services and housing, to name a few.

It's all over the news... Long Island has been plagued by a staggering number of deaths fied to substance use disorders. Latest estimates indicate a record 442 people died from opiate overdoses on Long Island in the past year.

Add to that the problems faced by an aging population. In Nassau County alone, there are about 300,000 people who are age 55-plus. Failing health is just one of the problems faced by our senior population. Other factors such as declining mental abilities, change in economic status, lack of transportation, financial scams, utility shut-offs, and possible homelessness create a bleak picture.

The good news is that FCA has streamlined its operations to better serve runaway teens, homeless youth, at-risk students, veterans, families in crisis.

seniors, and the working poor. We offer a variety of life-changing programs that fall into one of our three main divisions: Preventive Services, Senior Services, and Behavioral Health.



It is our hope that you will take a moment to learn more about the programs offered by FCA. You might even consider volunteering or making a financial contribution. After reading about the work we do, you might wish to help a friend or loved one take the first step towards recovery or renewal.

Our goal is to provide help and hope to those who need us the most...won't you join us? Please read on to learn more...

Here is a letter from a grateful mother who found care for her toddlers while caring for a sick infant through the Nursery Co-Op program within FCA's Behavioral Health Division:

After groing birth to my third childs my lov quickly turned to fair when I sons told that my next baby would require multiple surgeries to arreed a birth defeat. Thankfully, the Nursery Co-op was there to core for my toddlers while I went back and faith to the hospital with my infant. I can't express how grateful I am for the help and knowing that they were being well cared for adhibe my pushand went to work and I now gated the frightening world afmadicine. I'm happy to appoin that our bally had several suggests and is doing mach better I don't know where we would be if a wave of the control of the property and its doing mach belter I don't know where we would



FCA's Preventing Seconds Stripsing provides sufely—net programs to children and families who executively, homeless or stringging with a host of difficulties including substance use disorder mental health traunas domestic violences or chronic functly. As change opens, the staff of PCA approver our voids and frinties in their decision making abilities and help them develop the skills needed to live independently, often healing multipendantional evolution poserty and replect.

## Preventive Services Division

# EMPOWERING WITH HOPE AND PURPOSE



At FCA, we understand that the challenges placed on families may seem insurmountable....substance abuse, violence, financial instability and homelessness. That is why we have made it our sole mission to support children, young adults and families who are vulnerable, homeless, experimenting with drugs and alcohol and/or are at high-risk for developing behavioral health issues.

Although the programs and services of the Preventive Services Division are varied, the goals are the same—to empower disenfranchised youth and their families with a sense of hope and purpose and to help them on the road towards self-sufficiency and independence.

The Preventive Services Division consists of 8 programs, including 2 residential shelters for runaway and homeless youth.

#### **Programs Offered By the Preventive Division:**

- Family Support protects at-risk children who face foster care by strengthening their parents' ability to care for them safely at home.
- PACT (Parents and Children Together) provides education to pregnant and parenting teens; many of whom speak English as second language.
- **STARS** (Safe Transitions and Reunification Services) helps unaccompanied minors who have fled life threatening circumstances from their countries of origin to re-unite with their parents or caregivers in the NY area.
- Project Independence provides independent living skills, training and services to young people with multiple traumas who are aging out of the foster care system.
- **SNUG** is an anti-violence program that works with area residents, businesses and community-based organizations to create strategies that will reduce gun violence in the Village of Hempstead.

 Detention Diversion provides family mediation and case management services to young people in an attempt to keep them from descending deeper into the juvenile justice system.

#### Shelters:

- Nassau Haven s a 30-day emergency shelter for young people who are homeless or in crisis and in need of a place to live or rest.
- Walkabout is a transitional living program for formerly homeless youth (ages 16-20). It provides both residential and ongoing case management services in order to prepare them for independent living.

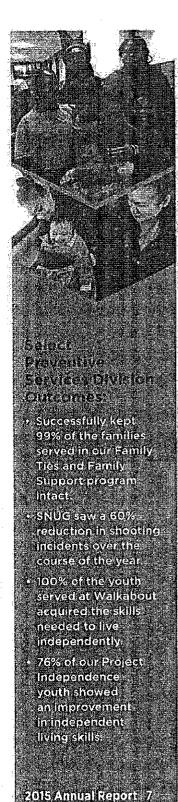
FCA is proud to report that this team provided services to 2,400 people and impacted an additional 460 people through direct community outreach and workshops in 2015. It is our hope that clients who participate in our programs will gain the skill sets necessary to become stronger and healthler.

Since education is key to breaking the cycle of poverty, FCA is proud of our career counselors whose mission is to help our clients obtain higher paying jobs. Walkabout residents earned a cumulative \$171,000 in 2015, Also in 2015, 59 young people were the recipients of FCA scholarships and are currently attending college or a vocational pragram.



The Preventive Division is especially proud of our **SNUG**. **Program** (SNUG = guns backwards), which is dedicated to reducing and preventing shootings and killings in the Village of Hempstead. SNUG incorporates public education campaigns and cooperation with local law enforcement, including the Hempstead Police Department:

Based on a program developed in Chicago in the 90's, the Cure Violence Health Model has shown statistically significant reductions in violence. Funding for the FCA SNUG initiative is provided by NYS Division of Criminal Justice Services. SNUG is a collaborative partnership between FCA, the Nassau County District Attorney and the Hempstead Village Police Department.



for proves, it C.A.s. Belianoral Electric Division haliped greatly 2.000 people with with a survey of fishes, including substance use distincters homeless was and psycholistic desorders. Existence inher of the Belianoral Health Division has received special great training to dealing with the specific problems faced by people of all agas having with this elevantaing duthenges.

#### Behavioral Health Division

# PROVIDING HOPE FOR PEOPLE BATTLING ADDICTION OR BEHAVIORAL HEALTH CONCERNS

FCA's Behavioral Health Division works with adults and youth who are suffering with substance use disorders and behavioral health issues. We have assembled a team of specially-trained substance abuse counselors, psychiatrists, social workers and nurse practitioners whose mission is to help individuals, couples and families find a path to recovery.

It is important to understand that people living with substance use and behavioral health disorders recover more quickly when they receive the support of family and friends. For that reason, FCA reaches out to our clients' loved ones to keep them actively involved in recovery efforts. In addition, we provide respite and childcare to parents who become exhausted from the unrest at home and desperately need enhanced support.

The primary goal of the Behavioral Health Division is to help people living with mental health issues return to their homes and communities. We understand that these individuals and the people who love them are often frightened and overwhelmed. FCA believes that each one of our clients is entitled to compassionate care in a warm and nurtuing environment.

In 2015, the Behavioral Health Division provided treatment to 1,740 people. Our message is clear—"FCA is here to help and support you during treatment. You are not alone—and there is hope."

#### Programs Offered By the Behavioral Health Division:

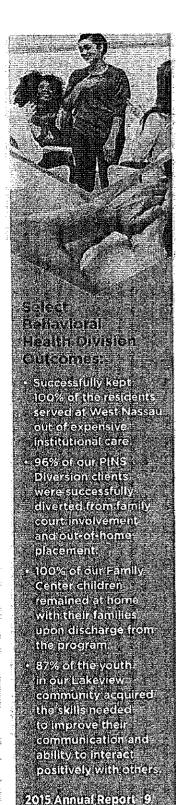
- Hempstead Family Treatment and Recovery and Hicksville Counseling Centers - licensed outpatient chemical dependency treatment programs offering the continuum of individual and group treatment to help clients abstain from drug and alcohol use.
- Home and Community Based Services (HCBS) provides home and community-based case management and supportive services for children

between the ages of 5-18 who face hospitalization due to an emotional disturbance.

- Family Center Nassau and Suffolk provides support to families whose children (ages 5-18) have received a diagnosis of Serious Emotional Disturbance.
- Children's Case Management provides support services to children who are at-risk for psychiatric hospitalization or placement;
- PINS Diversion (Persons in Need of Supervision)
   helps young people avoid entry into the juvenile justice system.
- Family Mediation offers short-term counseling to youngsters and families experiencing conflict in the home.
- West Nassau a 24-hour supervised community residence that serves adult men and women who suffer from mental illness. The residential program helps dients learn the skills necessary to move on to a more independent living environment.
- Lakeview House a community residence for adolescents with severe emotional impairment who require a structured setting in the community.

The landscape of behavioral health services is rapidly changing including a move toward Medicaid Managed Care. Health Homes and DSRIP (the Delivery System Reform Incentive Payment program). FCA has been monitoring these changes and, in 2015, signed an agreement with the **Hudson River HealthCare** Children's Health Home to be a Care Management Agency (projected to begin enrolling children in October 2016).

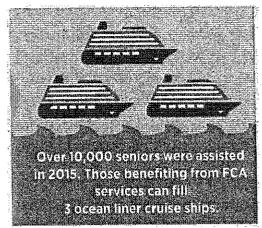
In anticipation of our role with the Health Home, FGA was, awarded a contract from Nassau County to be the sole provider of **Children's Case Management** services for children between the ages of 5 and 18 who are diagnosed with SED (serious emotional disturbance). The addition of case management services has enhanced the continuity of care we are able to provide to children and families. In addition to offering three different levels of care for intensive in home mental health services (HCBS, Intensive and Supported Case Management) for children FCA is now considered to be the primary provider for Nassau County, both in the number of programs and the number of clients served.



The services BC I provides affect senters to the independently and safety methods home. The funding associated with these programs represents a fraction of the cost of providing solutions with avoidable institutional, tone to necessity.

#### Senior Division

# STRENGTH IN NUMBERS



The numbers are in, and they are staggering. In 2015, Nassau County was home to more than 300,000 seniors age 55 plus. Thanks to the variety of programs and services offered by FCA's Senior Division, more than 10,000 members of this vulnerable population (including those who are able to live at home and those who currently reside in adult, nursing or assisted living facilities) were served by FCA.

What that means is that 3.3% of Nassau County's senior population has been helped through our network of

services specifically designed to ensure their safety while maximizing their independence and improving their overall quality of life.

At the heart of the Senior Division is the understanding that the majority of seniors want to age in place and remain at home. They wish to live out their remaining years in a dignified manner feeling respected and hopeful.

## Programs offered by the Senior Division include:

**Senior Financial Counseling** - provides financial assistance, guidance and advocacy to help resolve debt, mortgage and tax issues.

HIICAP (Health Insurance Information Counseling & Assistance Program) - provides the latest health care options to seniors at no cost.

**Bill Payer** - provides monthly assistance to help visually impaired or physically challenged seniors organize and pay their bills to prevent harassment from creditors or shut-offs by utilities.

CHEC (Counseling for Home Equity Conversion) - offers a HUD-certified counselor to help seniors understand the reverse mortgage process.

Case Management and In-Home Assistance Program (EISEP) - provides help to seniors by connecting them with in-home services so they can remain safely and independently at home.

Senior Division

**SAFE** and **HEAP** - provide heating fuel to low-income seniors.

**Veterans Residence** - Provides permanent housing for up to eight honorably discharged veterans seeking quality, affordable, and substance-free accommodations in the community.

Friendly Visitors - Implemented in 2015 through the generosity of the Manhasset Community Fund's Greentree Foundation, senior residents from the Town of North Hempstead can be connected with a friendly visitor who pays a social visit for at least one hour weekly to address feelings of isolation and hopelessness. The program began with 23 matches and provided over 600 hours of socialization to isolated seniors.

As we look towards the future, FCA is committed to addressing issues of most concern to seniors as the population grows and becomes increasingly frail. Adding to this imperative is the knowledge that three out of every four people age 50 and over lack the funds to pay for long-term care expenses. We understand that community, home-based services are the most cost-effective way for us to assist the growing number of frail and isolated seniors.

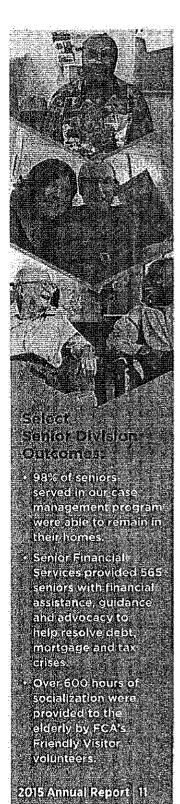
On behalf of the 10,000 seniors whose lives are impacted by the programs and services we offer, FCA continues to search for more creative ways of keeping this fragile population happy and healthy.





In 2015, Family & Children's provided 18,200 gallons of home heating oil & gas to seniors, fueling over 22 homes for a full year.

Based on 2011 average annual Long-Island fuel consumption which was 800 gallons of oil, www.ohill.org/oilheatinfo.php



Here is a letter from a grateful daughter who found help, direction and support for her father from FCA's Senior Division:

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12 Testimonial: Senior Division



# **ANNUAL REPORT**

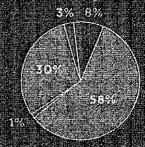
INCOME 2015

INCOME

Contributions

Government

Investment



FISCAL YEAR ENDING

#### 2015

- \$ 1,660,401,00
  - 11,312,199.00
- \$ 105,843.00
- \$ 5,846,152,00
- \$ 662,218.00
- \$ 19,586,813.00

Fees/Other Income

Grand Total

Medicaid/Medicare

#### EXPENSES

- Program Services
- Management & General
- Fundraising Services

Total Expenses
Net Income

\$ 17,164,791.00

\$ 2,429,201.00

439,341.00

\$20,033,333.00

\$ (446,520,00)

EXPENSES 2015





# THANK YOU TO OUR 2015 SPONSORS & DONORS

FCA is grateful for the continued support of many compassionate neighbors. We wish to thank all of our donors whose ongoing generosity and vision enable us to provide help and hope for the vulnerable populations we serve.

\$100,000 TO \$500,000

Mr. and Mrs. George D. O'Neill

#### \$50,000 TO \$99,999

Fay J. Lindner Foundation Mr. & Mrs. H. Richard Grafer Mrs. Amy Hagedorn The Hearst Foundations
Newsday Charities
United Way of Long Island
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#### \$5,000 TO \$9,999

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Accuhealth Management Group Inc. Al & Peggy Dematteis Family Foundation Mr. & Mrs. James Anziano Astoria Bank Bahnik Foundation Inc. BankUnited Ms. Jayne Bisesi Mr. Richard Bobbe Bond, Schoeneck & King Mr. & Mrs. Michael Brennan Bridge & Tunnel Officers Benevolent Association Mr. & Mrs. Gerald Briefmaler

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John Rowan

Sanitation Officers Assoc.

Ms. Christine Santangelo

Mr. & Mrs. Steve Schneider

Mr. Joseph Schumm

Sergeants Benevolent Association

SKANSKA USA Civil

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M. Traci Viklund Mr. Christopher Wright **WSJS Architects** Mr. & Mrs. Donald Zerbarini

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Ms. Caroline Cohan

Dr. Benjamin & Mrs. Shawn Cohen Coram-Selden Dental Group **Correction Captains Association** 

Ms. Anna Costaras

Court Officers Ben. Association of Nassau County

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Mr. & Mrs. Joseph F. D'Angelo

Mr. Louis P. DiCerbo Dr. & Mrs. Richard Dina Mr. & Mrs. Charles F. Dolan Mr. & Mrs. Donald Dunphy Mr. & Mrs. Martin Feinberg

Cheryl Felice Carlos Ferrera Mrs. Maria Ferriggi Gemma Auto Service Corp. Mr. Danny Haffel

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Ms. Joan Hollander Mrs. Margaret Hromada

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Ms. Dorothy Jacobs Mr. James Keneally Kennedy & Gillen Mr. & Mrs. Leonard Labita

Ms. Rose Lavelle

Liquor Salesmens Union Local #2

Local 1049 IBEW Ms. Maura Mander Mr. Chris Mansfield Mr. Thomas Mazza Ms. Lillian McCormick Meringolo Group Inc. Mr. & Mrs. Philip Mickulas Mrs. Joyce Mullen Mrs, Marisa Paladino Roger and Jackie Pierangelo Gautam Ramchandani Ms. Angelika Ruhry Mr. Adarsh Sarma

Cecilia Scaglione Joel Schoenfeld Mrs. Jamie Schwartz Mr. Jan Sherman Mr. Adrian Sokoloff

Mrs. Lisa Stern Ms. Nancy B. Taylor

The Community Church of East Williston The Law Offices of Frank D'Angelo & Assoc.

Total Training

Uniformed Fire Officers Association

Unitarian Universalist Congregation at Shelter Rock

Mr. Murray Warschauer Mrs. Donna Whitfield-Raphael

Allyn Wise Mr. James Zlma

## Honor Roll of Giving: \$100 TO \$499

#### \$100 TO \$499

Mrs. Judith Abelow Ability Service Agency Affiliated Agency Inc. Ms. Carol Alexander Mrs. Christina Alonso Dr. Daryi Altman Amakamated Life Mr. & Mrs. Brian Appel Jon Aucone Dr. Dean Bacigalupo Bank of America Mr. Merrill Banks Mr. James Barber **Baron Associates** Mr. Albert Barrette Ms. Susan Bashian Mr. & Mrs. Richard Bayer Diane Beecher Bellerose Garage Inc. Mr. Dominick Bentivegna Ms. Edith Berg Dr. & Mrs. James Bergin Mr. & Mrs. William Best Bethpage Federal Credit Union Mr. Frederick Black **BNI Accountable Pro's Bradley & Parker** Ms. Mary Patricia Breen Ms. Laura Buquicchio Mrs. Lisa Burch Janice Burkett Colette Buzzetta Mrs. Loren Campbell Ms. Diana Caracciolo Carbone & Molloy Inc. Ms. Anne Marie Castelli Mr. & Mrs. Richard Cavallaro Mr. Rich Cave Ms. Nicole Chang Chester Agency Inc. Mrs. Mary Chiz

Ms. Angelica Cintron Dr. Pamela Clark Ms. Lena Cobia Ms. Anne Codev Ms. Dale Cole Mr. Timothy Cole Mr. J. Grady Colin Mr. & Mrs. James Collins Ms. Patricia Collins Mr. & Mrs. Richard Cooke Ms. Kathy Corcoran **CPS Optical** Ms. Nancy Crane **CSEA** Mr. & Mrs. Thomas W. Cullen Mrs. Jennifer D'Abreau Dahab Associates Mr. John Daley Mr. & Mrs. Anthony D'Auria Mrs. Kathy Derosa Ms. Jennifer Desena Ms. Rosanne Dispirito Mr. Gregg Djuginsky Mr.: James Dolan Mr. John Dooley Doris the Florist Inc. Ms. Rosemary D'Ornellas Mr. & Mrs. Alfred Duranti Eastco Building Services Mr. & Mrs. Patrick R. Edwards Mr. Kurt Ehrig M. Genee' Emfinger Ms. Jane P. Erb Ms. Esther B. Ernst **Family Care Connections** Family Fuel & Heating Service Avi Felix Mr. Jasun Fiorentino Mr. Michael Gamer GE Foundation Mr. & Mrs. Leonard Genovese Mr. Thomas George

Dr. & Mrs. Daniel Gilbert Ms, Rosemary Glynn Mr. Sheldon Goldstein Mr. & Mrs. Paul Grafer Mr. Kenneth Greenfield Mr. John Gumbs Dr. & Mrs. Ralph Gundel Ms. Carolyn Hali Mr. Charles Hammerman Ms. Abbie-Jane Hattauer Ms. Kimberly Haverbusch Nicola Hawkinson Help Repair & Maintenance Corp. Mrs. Janet Henriquez-Marcic Bruce & Linda Hittleman Joanne Hollingshead Ms. Dian Holt **Hubbinette-Cowell Associates Huntington Business Products Centre** Mr. & Mrs. Gerald Hustick Insurance Licensing Institute Jantech Industries Mrs. Donna Johnson Mr. & Mrs. Percival Jones Ms. Bemadette Kasnicki Mr. Jason Katz Carol Keating Ms. Donna Keating Ms. Maureen Kelly Ms. Jean Kiley Mr. Ronald Kisner Mr. & Mrs. Jeff Kovner Christina LaGrega Mr. & Mrs. Jonathan Landau Ms. Elizabeth Lang Dr. Eric Last Helen Laufman Lavin Brothers Mgmt. The Leahy Company Inc. Ms. Stephanie Legare Ms. Laura Lentini

Ms. Margaret Christy

Leslie Waterworks Mr. Evan Levtow Ms. Donna Lewis

Lieutenants Benevolent Assoc.

Mr. Stephen Linker Mr. Nicholas Lizanich Howard & Lois Lorsch Mr. & Mrs. David Lynch Mr. & Mrs. Joseph Lynch M&T Charitable Foundation Mr.and Mrs. Nancy and George Maestri Mr. & Mrs. Gerard Malloy

Mr. John Maly

Mr. & Mrs. Joseph Mancino

Linda Martin Ms. Judy Massey Mr. Joseph Mazza Ms. Lucille McCabe Mr. Joel Mercedes Ms. Linda Mihale Ms. Christine Miller Ms. Patricia Moore

Morgan Stanley Annual Appeal MTP Auto Leasing & Services

Ms. Sharon Mullon Mr. Gerald Murchison Mr. Kevin Muskat Mr. & Mrs. John S. Navratil

Mrs. Anne Nelson

New York City

Local 246 S.E.I.U. AFL-CIO

Gay Novack Mr. James O'Gara Mrs. Barry Osborn Narendra Ostawal Mr. Pedro Pacheco Mr. John Papaporfirlou Mr. Michael Patien Daphne Patterson

Mr. David Penn Mr. Brian Pepper

Pepsico

Mr. James Pezzella Mr. & Mrs. Sean Phillips Philips Brokerage of Bayside

Mr. Jason Plecora Ms. Jackie Pierangelo

Mr. & Mrs. Allen Pisani Pitta & Giblin

Mrs. Mary L. Polak Ms. Saundra Pope Ms. Patricia Pozin Mary Price

Prime Petroleum Corp. Ms. Adeline Quinn Alex Ramo Mr. Ronald Ranum Ms. Mary Jean Reilly Ronald & Angela Rich Mrs. Barbara Volpe Ried Mr. Carlos Rodriguez Mrs. Elleen Roman

Mr. & Mrs. William Roth Mr. Stephen Rubin Dr. Jeffrey Rush

Mr. & Mrs. Edward J. Ryan Mr. Kevin Ryan

Ryan Realty Co. Inc. Ms. Marcy Safyer Mrs. Elizabeth Salguero

Mr. Roger Santos Mr. Anish Saraf

Sarap Inc. Megan Scheuerman Mr. & Mrs. Peter Schneider

John Selfert

Dr. & Mrs. John Sheehy Ms. Louise Shohet

Martin & Jane Schwartz

Mrs. Peggy Stcari Sidhal Industries LLC Ms. Wendy Skinner Ms. Andrea Small M. Ashulosh Somani South Bay Club

Mr. & Mrs. James Stillwaggon Mr. & Mrs. Alan Stopek

Suffolk County Detectives Assoc.

Suffolk County PBA Sunrise Laurelton

Lodge Foundation Sunset Sales Inc.

Mr. Marc Suntup Superior Officers Association

Ms. Donna Teichner Temple Israel of Great Neck Testa Brothers Ltd.

Ms. Marguerite Toscano Mr. John Troisi Mr. Lawrence Troisi Brian Tucci

Uniformed Fire Alarm Dispatchers Unitarian Universalist Congregation

of Central Nassau Mrs. Gay Vachris Sunny Vanderbeck Mr. Christian Vaupel

Dr. & Mrs.-Cosmo Vetrone Mrs. Veronica Viviano

Nancy Wachs Ms. Kathleen Wallace Ms. Anne Walsh

Mr. & Mrs. John Walter Ms. Regina Warren Ms. Joyce Weber Ms. Pearl Weinstein

Mr. Michael Wert Ms. Terry Wood

# FAMILY & CHILDREN'S ASSOCIATION SERVICES & PROGRAMS

## PREVENTIVE SERVICES

- Family Support
- PACT (Parents and Children Together)
- STARS (Safe Transitions and Reunification Services
- Project Independence Suffolk and Nassau
- SNUG
- Detention Diversion
- Nassau Haven
- Walkabout

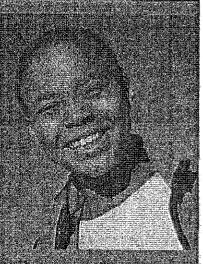
## BEHAVIORAL HEALTH

- Hempstead Family Treatment and Recovery Center
- Home and Community Based Services (HCBS)
- Family Center (Nassau and Suffolk)
- Children's Case Management
- PINS Diversion
- Family Mediation
- West Nassau
   Residence
- Lakeview House

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- Senior Financial Counseling
- HICAP (Health Insurance Information Counseling & Assistance Program)
- Bill Payer
- CHEC (Counseling for Home Equity Conversion)
- Case Management and in-Home Program (EISEP)
- Ombudservice
- SAFE and HEAP
- Friendly Visitors
- Veterans Residence

Independence meetings and became involved in all the actuatives that you had be offer. The counselors enhanced my life by betting me know that fewer anothry of love and support. They encouraged me to take advantage of every opportunity that was open to me and to give myself the chance in sweeted 1 attended meetings and pionics and was even invited to speak at your Thanksgiving Ball in an effort to coase me out of my shell. The system



that outroes children in foster care is very cold, but the counselors at Project Independence care warm, loving and turned out to be not a nephacement of my foster family but an additional family that chied about me. Being various program fall tike a sigh of relief."

BECOME A VOLUNTEER (516) 746-0350 x4372

100 E. Old Country Road, Mineola NY 11501 • (516) 746-0350 • www.familyandchildrens.org

#### (ATTACHMENT FOR POINT C FROM PAGE 4)

The mission of Family and Children's Association (FCA) is to protect and strengthen Long Island's children, families and communities. We offer assistance to those who are experiencing social, emotional and/or economic difficulties through comprehensive and integrated services ranging from early childhood intervention and preventive care to services for senior citizens – all designed to encourage self-sufficiency whenever possible. FCA is committed to providing high quality, professional care through a continuum of in-home, residential, and community-based programs, which are individualized, strength-based and culturally competent. For over 130 years, we have served Long Island by rising to meet the needs and challenges of its most vulnerable population through an integrated network of services that care for children, youth, adults, seniors, and families. FCA is recognized as a model of excellence; fiscally sound, well-managed, and possessing an impeccable reputation for providing community-based social services. FCA programs touch the lives of more than 20,000 Long Island residents each year through the efforts of over 300 staff members, 200 individual volunteers, corporate groups, community groups and sponsors who join with us to become something bigger than themselves.

In a single year, as a result of the work of FCA more than 8,700 seniors remained safely in their homes, 1,100 individuals with drug or alcohol problems were helped to overcome their addictions, more than 3,000 families received services to protect and improve the safety and wellness of their children, nearly 1,000 children received educational support services to succeed in school, and 1,400 teenagers received counseling, independent living skills, counseling, case management or emergency housing. Wholly committed to continuous quality improvement, every one of FCA's programs measures outcomes to assess effectiveness, and solicits the input and opinions of the people who benefit from our services. These services are, client-focused and consumer-driven by design and community feedback is vital to our success.

## COUNTY OF NASSAU

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

1. Name of the Entity; FAMILY AND CHILDREN'S ASSOCIATION
Address: 100 East Old Country Road
City, State and Zip Code: Mineola, New York 11501
2. Entity's Vendor Identification Number: 11-3422018
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability CoClosely Held Corp Charitable Organization Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
See Attached
Annual Control of the
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  None

200	The state of the s
I. above subsidiary be update	affiliated and related companies and their relationship to the firm entered on line (if none, enter "None"). Attach a separate disclosure form for each affiliated or company that may take part in the performance of this contract. Such disclosure shall d to include affiliated or subsidiary companies not previously disclosed that participate formance of the contract.
None .	
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bid, post-l	lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, pid, etc.). If none, enter "None." The term "lobbyist" means any and every person or
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## Page 3 of 4

description of lobbying activities.
None
(c) List whether and where the person organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
The state of the s
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
Dated: 4/11/2017 Signed:
Print Name: Jeffrey 1 Reynolds
Title: President/CEO

#### Page 4 of 4

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

Ī		***************************************		BOARD OF TRUSTEES	
	Itie First Name	Last Name	State	-120	Home Officer Title
	Donald	Abrams	ž		
	Adam	Blank	≩		
	-	Bogan	ž		
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	Rosanne	Cavallaro	¥		
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	Drew	Crowley	¥		Board of Trustees, Chairman
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	iard	Grafer	ž		Board of Trustees, Vice Chairman
		Griesmeyer	¥		
		Guise	È		Board of Trustees, Secretary
	Michael	Monahan	È		
	Dorothy	Jacobs	ž		
		Jaggar	ž		
	Bernard	Kennedy	ž		The second secon
	Mrs. Hope	Lapsiey	ž		
	Donna	Lewis	≥		
	David	Lyons	≥		
	Gerard	Jones	ž		
	Joseph	Patellaro	3		
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	Scott	Treiber	ž		
	Delores	Smalls	λN		Annual transmission and
	Charles	Strain	¥		
		Schwerdel	ž		Board of Thistees Treasurer
	William	Thornton	¥		
	Charles	Trunz III	¥		A STATE OF THE PROPERTY OF THE
	Wayne	Wink, Esq.	ž		
	Jeffrey		Ž		FCA President/CEO
	m	0	Š		FCA Chief Financial Officer
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	Lisa	Burch	ž		FCA Chief Charating Offices
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U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion **Lower Tier Covered Transactions** (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participantal responsibilities. The regulations

and Suspension, 28 CFR Part 67, Section 87.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower iter participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarity excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an evoluntation to this proposal.

this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey L. Reynolds - President/CEO	5/3/2016
Name and Title of Authorized Representative	LA / 12 m /s
Signature	Dale
Family and Children's Association Name of Organization	
100 East Old Country Road, Mineola New York Address of Organization	11501,

CUP FORM 4081/1 (REV. 2/80) Provious editions are obsolete

#### Instructions for Certification

- $1_{\mathbb{F}}$  By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which retiance was placed when this transaction was entered into, if it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was emoneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remadles available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **CONTRACT FOR PERSONAL SERVICES**

#### WITNESSETH:

WHEREAS, the County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible; and

WHEREAS, the primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention; and

WHEREAS, Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.; and

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

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on April 1, 2016 and terminate on September 30, 2016.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall include but not be limited to the following:
- a) The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Intake Assessment Worksheet (IAW) to determine a youth's

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appropriateness for release from detention and referral via Intake to the STSJP Program. Once the IAW is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

- b) Contractor shall provide a full time case manager to assist youth and their families in making a positive Intake adjustment and avoid further penetration of the juvenile justice system. Youth who are ineligible for or unable to benefit from Adjustment services and who are petitioned to court will be provided with an alternative to secure or non-secure detention through the Supervised Release Program (SRP). Pursuant to Court order, SRP services to be provided by Contractor including but not limited to case management, family-focused therapy, school advocacy, court escorts and the evidence-based programs Moral Reconation Therapy (MRT) and Strengthening Families. Contractor shall also provide two respite beds available to any JD at any point in his or her involvement with the juvenile justice system from the time of arrest through discharge from probation. (4/1/16 9/30/16). Contractor shall hire/ maintain additional qualified staff as listed in the Contractor's Budget Annexed hereto as Attachment A.
- c) The Contractor shall provide therapy to referred youths through Moral Reconation Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions. Contractor staff working directly with youth in the communities where they reside will provide timely interventions addressing the problems and behaviors that resulted in the youth's involvement with the Juvenile Justice system, as informed by YASI. Contractor staff shall continue established successful working relationships with school personnel to help track youth's attendance and academic progress and work closely with other community organizations, who then function as referral sources. Contractor's STSJP staff shall serve not only as case managers, but also as role models and mentors for the youth and parents or guardians who require support and guidance when dealing with their child. In addition to individual and family intervention, evidenced-based practices such as Strengthening Families improve parent-child interaction, and Moral Reconation Therapy offers juveniles insight into the consequences of their behavior, shall be provided by the Contractor.
- d) The Contractor shall provide training to referred youths and their families through the Strengthening Families Program (SFP) curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, –two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting. Strengthening Families and parenting skills training help families become better

equipped to care for their at-risk youth at home. Contractor's specific objectives shall be: (1) Youth will remain or return to school; (2) There will be a reduction in family conflict and improved parent-child interaction; (3) Youth will be connected to services to address risk factors such as mental health issues and substance abuse that increase the likelihood of further justice system involvement; (4) Youth will participate in pro-social activities including community service, sports, after-school extra-curricular and Contractor sponsored events.

- e) The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:
  - All Community-Based Supervision services will flow from an initial Risk/Need;
     Assessment completed by Probation Intake;
  - Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
  - Services will be youth and family-focused;
  - Intervention portable home, school and community;
  - Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours;
  - Evening Hours will be available.
- 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 One Hundred Nineteen Thousand Dollars (\$119,000) payable in accordance with the Contractor's Budget annexed hereto as Attachment A. The Contractor is authorized to reallocate funds in the Line-Item Budget only with the advance written approval of the Department. However, even in the event of a reallocation of funds approved by the Department, the Maximum Amount shall remain unchanged. The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for activity or expense not provided for in this Agreement or which exceeds the Maximum Amount.
- (b) <u>Vouchers: Voucher Review, Approval and Audit</u>. 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").

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- (c) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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.

- A) 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.
- B) Upon termination, the Contractor agrees to make a complete accounting up to the date of termination of all monies received from the County and further, that any excess of the unexpended balance remaining due as of the time of the breach shall immediately be refunded to the County.
- C) If the State Of New York (hereinafter the "State") or any of its departments, commissions, boards or other appropriate state agencies having jurisdiction, including the funding thereof, shall fail to approve full State Aid in reimbursement to the County hereunder, for any reason whatsoever, or if the State or any of tits subdivisions or agencies shall reduce or cut back any sums in State aid, then the amount contributed by the County to the Contractor shall be denied or reduced to the Contractor, by same amount denied or reduced by the State to the County.
- D) If for any reason, the full amount of Grant Award made to the County is not paid over or made available to the County by the Division, this contract may be terminated or the amount payable to the Contractor reduced at the discretion of the County: provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that Agreement Award funds are available to County for payment of such costs.
- (f) <u>Fund Administration</u>. Administration of funds of this program shall be kept separate and distinct from other program resources utilized for the purpose of providing the specified program services.
- (g) <u>Purchases Equipment</u>. Title to equipment closing in excess of \$250.00 and purchased with State funds provided by the County under this Contract or any amendment thereto shall vest in the County subject to divestment and return to the State upon the completion or termination of the Contract, except insofar as the program continues to operate through local or other funding following termination of State funding. The County shall provide the Contractor with disposition instructions for equipment upon such completion or termination. All equipment purchased under this grant shall receive a unique inventory number which will identify the equipment in accordance with is paragraph.

- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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. 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 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. 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) Confidentiality. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor agrees to safeguard the confidentiality of all records, reports, data, and/or any other information obtained, gathered, reported or developed in performance of this agreement, relating to the Department's records that may be obtained by Contractor in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Officer Law Sections 87, 89 and 96, the New York State Criminal Procedure Law, the New York State Family Court Act, the applicable sections of the New York State Public Health Law, New York State Mental Hygiene Law and the regulations promulgated thereunder, including but not limited to the confidentiality requirements of Section 390.5 of the Criminal Procedure Law of the State of New York, Section 750 of the Family Court Act of the State of New York, and 9 N.Y.C.R.R. Parts 348 and 369, and with the provisions of all applicable Federal laws and regulations or as same may, from time to time, be amended.

The Contractor shall, and shall cause the Contractor's Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor further agrees to require each of its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any, assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, and/or its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any shall be cause for the immediate termination of this agreement.

It is further agreed to and stipulated by the parties hereto, that the provisions of paragraph 6 (d) shall survive this agreement and that Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

- 7. <u>Minimum Service Standards</u>. 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.

- (c) 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.
- (d) The Contractor agrees to permit on-site inspection of the project by representatives of the County, Division, and the Office of the NYS Comptroller.
- 8. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:
- (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,
- (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,

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- (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 (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. <u>Termination</u>. (a) <u>Generally</u>. 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.

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- (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) <u>Contractor Assistance Upon Termination</u>. 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. a) 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.
- (b) Reporting Requirements: The parties acknowledge that quarterly reports shall be submitted to the County and the Division within 30 calendar days of the end of the quarter for which they are due. A final cumulative program report, including both quarterly and year end cumulative program data, shall be submitted to the Division, within 30 calendar days following the ending term or termination of this agreement, whichever is sooner. These reports shall be progress reports and shall include cumulative quantitative and qualitative data relative to the outlined program objectives and the program's general operations.

In addition, the Contractor shall provide on Division supplied case monitoring forms client specific data as called for and delineated with these forms. Completed case monitoring forms shall be submitted for terminated clients with thirty calendar days after termination to the Division and the County.

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Any delays, changes in the project status, staffing or program elements will be included with the progress reports. County and the Division reserve the right to request additional information in program reports whenever it deems appropriate or necessary.

The Contractor agrees to promptly notify the County and the Division of any unusual incidents involving the program, its clients or staff.

- c) Provisions for Additional Reports. The above described reports shall not be construed as relieving the Contractor from any obligations to submit to the County any and all required Fiscal Cost reports. Further, County continues to reserve the right to request from the Contractor additional reporting material, both fiscal and programmatic, as it may deem necessary.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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.
- (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.
- 18. <u>Section and Other Headings</u>. 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. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

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Name <u>:</u>	Jeffrey L.	Reynolds,	Ph.D., C	EAP, SAP
Title:	President	/CEO		
Date:	April 11, 20	117		
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PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK) )ss.:
COUNTY OF NASSAU)
On the 11th day of April in the year 2017 before me personally came Jeffrey L. Reynolds 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/CEO of the FAMILY AND CHILDREN'S ASSOCIATION, 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  NOTARY
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 a Deputy County Executive of the County of Nassau, the municipal corporation described begins and
and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

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## 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 by such title 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, including the 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.

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- (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.

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 Best Efforts 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

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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.

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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:	
	Family and Children's Association	Name)
	Family and Children's Association, Inc.	•
	100 East Old Country Road, Mineola, New York 11501 (	Address)
	516-746-0350 (Tele	phone Number)
2.	The Contractor agrees to either (1) comply with the requirements of t Wage Law or (2) as applicable, obtain a waiver of the requirements section 9 of the Law. In the event that the contractor does not comply the Law or obtain a waiver of the requirements of the Law, and such consatisfaction of the Department that at the time of execution of this agree certainty that it would receive such waiver based on the Law and Rules County will agree to terminate the contract without imposing costs or the Contractor	s of the Law pursuant to with the requirements of entractor establishes to the ement, it had a reasonable
3.	In the past five years, Contractor has X has not been found be agency to have violated federal, state, or local laws regulating paymentabor relations, or occupational safety and health. If a violation has 1 Contractor, describe below:	ent of marge or benefite
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4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X 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:
	New York State Department of Labor Claim was made against Family and Children's
	Association and Nassau County totaling \$226,000 for back wages related to benefit
	time accrued by a class of FCA/Nassau County Employees who were terminated in 2012.
	The matters have been settled with all parties and are deemed closed.
I hereby true, cor the date	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.  certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is rect and complete. Any statement or representation made herein shall be accurate and true as of stated below.  Signature of Chief Executive Officer  Jeffrey L. Reynolds, Ph.D., CEAP, SAP  Name of Chief Executive Officer
Notary P	
Appendix L	Revised December 2007



## RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Family and Children's Assoc. has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Jeffrey L. Reynolds	President/CEO	
Name of this corporation, is hereby authorized to purposes of entering into a contract with the the period of 4/1/2016 through 9/30/	Corporate title execute a contract on behalf of this corporation Nassau County Department of Social Services 2016	n for s for
Officer Prew Crassworn to before me this 1401 day of April 2017	owley, Board Chair	
Mary a. Chr NOTARY PUBLICH	MARY A. CHIZ Notary Public, State of New York No. 01CH0163683 Qualified in Nassau County Commission Expires April 2, 20 19	

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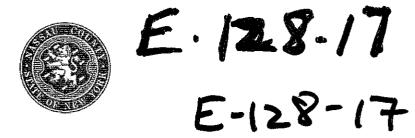
## ATTACHMENT A Family and Children's Association STSJP Interim Budget Budget Period 4/1/2016 to 09/30/2016

	CUMULATIVE BUDGET April-, August 2016	CUMULATIVE BUDGET
	Original Budget	September 2016
Expense	ongmar badget	Budget Modification
SALARY		
Director	6,536,00	6,296.00
Detention Diversion Worker	18,674.00	18,028.00
Respite Worker	19,877.00	20,330.00
Primary Counselor	9,541.00	9,357.00
Family Case Manager	22,492.00	21,733.00
Contract Specialist	1,586.00	1,546.00
Total Salaries	78,706.00	77,290.00
Fringe @ 26.74%	21,046.00	21,582.00
Total Personnel	99,752.00	98,872.00
*	26.74%	27.92%
Other Than Personnel Consultants	0,00	27.027
77		
Travel per diem		
Staff Travel	720.00	588.00
Client Transportation Total	125.00	0.00
rotal	845.00	588.00
Equipment		
Supplies		
Office & Program Supplies	250,00	285.00
Printing-Outreach	0.00	0.00
Household Postage	100.00	60.00
Total	350.00	345.00
Contractual		
Network Outsource	000.00	
Audit/Legal/Advisory	800.00	795.00
Data Processing	700.00 	1,156.00
Total	1,500.00	0.00
-	1,300.00	1,951.00
Rent/Utilities		
Utilities	641.00	736.00
Telephone/Cable/Cell Phones	565.00	528.00

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Program Rent		0.00	0.00
Total	ter remaining a	1,206.00	1,264.00
Other Costs			
Equipment Rental		0.00	0.00
R/M Building		603.00	735.00
R/M Equipment		53.00	47.00
Client Activities	·	500.00	0.00
Insurance		861,00	1,188.00
Employee Training		580.00	1,200.00
Licenses & Permits		0.00	0.00
Conference/Hotel/Travel	NGCRC Gang Conference	0.00	0.00
Total		2,597.00	3,170.00
Total Program Expenses		106,250.00	106,190.00
Admin @ 12%		12,750.00	12,810.00
Grand Total		119,000.00	119,000.00

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Contract ID:cqpk17000029

Department: Parks

Capital:

SERVICE: Personal Service

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

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

Vendor Info:	
Name: Cornell Cooperative Extension Nassau County	Vendor ID#: 116081423
Address: 5 Old Jericho Tpke.  Jericho, NY 11753	Contact Person: Gregory Sando
	Phone: 516-433-7970 ext 16

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

# **Routing Slip**

Department	NIFS Entry: X	03-MAY-17 PABUFFOLINO
Department	NIFS Approval: X	04-MAY-17 LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: %S : ZI CI S - XVII [][]	04-MAY-17 RDALLEVA
ОМВ	NIFS Approval: X	04-MAY-17 MRONAN
County Atty.	Insurance Verification: Will HVSSVN	04-MAY-17 DMCDERMOTT
County Atty.	Approval to Form: X	04-MAY-17 DMCDERMOTT
Dep. CE	Approval: X	05-MAY-17 CRIBANDO

Leg. Affairs	Approval/Review: X	05-MAY-17 FBECKER
Legislature	Approval:	6
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

# **Contract Summary**

**Purpose:** The contract will provide for the funding of educational classes, staffing and related administrative expenses and materials needed for operation of farm.

Method of Procurement: Sole Source ¿ no entity on Long Island provides the services for the public in Nassau County

Procurement History: Cornell has been providing these services to the County for the last several years.

**Description of General Provisions:** The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00)  $\dot{\iota}$  see Appendix  $\dot{\iota}A\dot{\iota}$ .

Impact on Funding / Price Analysis: Funds appropriated and approved through the Operating Budget.

(\$100,000.00)

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

# **Advisement Information**

BUDGET CODES		
Fund: grt		
Control:	pk	
Resp:	gen9700oth	
Object:	de500	
Transaction:	103	
Project #:		
Detail:		

	RENEWAL
%	
Increase	
%	
Decrease	1

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	0
Federal	0
State	0
Capital	0
Other	100000
TOTAL	100000

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt9700thde500	100000
		0
		0
		0
		0
		0
	TOTAL	100000

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Cornell Cooperative Extension Nassau County	
2. Dollar amount requiring NIFA approval: \$100000	
Amount to be encumbered: \$100000	
This is a New	
If new contract - \$ amount should be full amount of contract If advisement – NIFA only needs to review if it is increasing funds abov If amendment - \$ amount should be full amount of amendment only	ve the amount previously approved by NIFA
3. Contract Term: 1/1/17-12-31/17  Has work or services on this contract commenced? N	
If yes, please explain:	
4. Funding Source:	
General Fund (GEN) Grant Fund (GRT Capital Improvement Fund (CAP)  X Other	Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the contract?  If not, will it require a future borrowing?	Y N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A
5. Provide a brief description (4 to 5 sentences) of the item for wh	nich this approval is requested:
The contract will provide for the funding of educational classes, staffing and related add	ministrative expenses and materials needed for operation of farm
6. Has the item requested herein followed all proper procedures	and thereby approved by the:
Nassau County Attorney as to form	
Nassau County Committee and/or Legislature Not Applicable	
Date of approval(s) and citation to the resolution where appro-	val 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	Date	Amount

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s

RDALLEVA

04-MAY-17

Authenticated User

<u>Date</u>

### COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA: \_

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

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts 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 su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND
CORNELL COOPERATIVE EXTENSION NASSAU COUNTY

WHEREAS, the County has negotiated a personal services agreement with Cornell Cooperative Extension Nassau County to enhance the on-going programming at Cornell Cooperative Extension Nassau County's East Meadow Farm, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Cornell Cooperative Extension Nassau County.

George Maragos Comptroller



Redacted

# 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.

CONTRACT	OR NAME:Co	ornell Cooperative	Extension Na	ssau Count	Y
CONTRACT	OR ADDRESS:			117.117.50	
FEDERAL T.	AX ID #:			<del>The Control of the C</del>	- Andrews and the second secon
		e appropriate box all the requested in		one of the	following
I. □ The cont	ract was awarded	to the lowest, resp	onsible bidde	er after advo	ertisement
for sealed bi	ids. The contract v	was awarded after a	request for se	aled hide wa	e muhliched
[date]. The seal sealed bids were	led bids were public received and opened.	[newspa		[date]	[#] of
II. □ The cont	tractor was select	ed pursuant to a R	lequest for Pro	oposals.	
Ine Contract wa	s entered into atter a proposers were made	written request for praware of the availabile	oposals was issu	ed on	
[advertisement in publication on th	n Newsday, posting e County procuremen	on industry websites at website, etc.].	s, via email to [#] of potential i	interested par	ested conies
evaluated.	The	[da evaluation	committ	ee ee	consisted
		[list m	ambaral The	managala www.	
ranked. As a resu	It of the scoring and r	anking (attached), the	embers]. The problem of the problem is the problem of the problem	roposats were	scored and elected

III.   This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on [date]. This is
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF
(copies of the relevant pages are attached). The original contract was entered in
after
[describ
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 no received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the country.
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. X 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.
X 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). THIS IS A GRANT — CORNELL UNIVERSITY COOPERATIVE EXTENSION NASSAU COUNTY AWARD LETTER ATTACHED.
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.
X. 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: X a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.  Department Head Signature
Date / /

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum. Compt. form Pers./Prof. Services Contracts: Rev. 309/15

EDWARD P. MANGANO COUNTY EXECUTIVE



#### BRIAN NUGENT CHIEF DEPUTY COMMISSIONER

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

May 1, 2017

Service Contract for Cornell Cooperative Extension Nassau County

The services to be provided by the Contractor under this Agreement shall consist of enhancing on going programming at the East Meadow Farm which is managed and operated by Cornell Cooperative Extension.

Cornell Cooperative Extension has a unique partnership with Nassau County where they are able to deliver high quality Environmental Educational Programs at East Meadow Farm and service many residents.

This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

These services cannot be provided by any staff currently employed by the County.

Brian Nucent

Chief Deputy Commissioner

# EDWARD P. MANGANO COUNTY EXECUTIVE



### BRIAN NUGENT CHIEF DEPUTY COMMISSIONER

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

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This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

These services cannot be provided by any staff currently employed by the County.

Brian Nugent

Chief Deputy Commissioner

Exhibit A



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.  The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.  The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.  Cornell Cooperative Extension—  Vendor:  Dated: 3/28/17  Signed: Organy M. County  Print Name: Organy M. Sandor	pursuant to the New York State Election ending on the date of this disclosure, or ( years prior to the date of this disclosure a campaign committees of any of the follo committees of any candidates for any of	ters of the vendor provided campaign contributions. Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
Vendor authorized as a signatory of the firm for the purpose of executing Contracts.  The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.  The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.  Cornell Cooperative Extension—  Vendor:  Vendor:  Signed:  Osagay M. Could	NONE	•
Vendor authorized as a signatory of the firm for the purpose of executing Contracts.  The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.  The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.  Cornell Cooperative Extension - Vendor:  Vendor:  Signed:  Ought M. Salu County		
Vendor authorized as a signatory of the firm for the purpose of executing Contracts.  The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.  The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.  Cornell Cooperative Extension—  Vendor:  Vendor:  Signed:  Osagay M. Could		
Vendor authorized as a signatory of the firm for the purpose of executing Contracts.  The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.  The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.  Cornell Cooperative Extension—  Vendor:  Vendor:  Signed:  Osagay M. Could		
$\Omega = I$	Vendor authorized as a signatory of the f The undersigned affirms and so swears the statements and they are, to his/her knowled The undersigned further certifies and affined above were made freely and we benefit or in exchange for any benefit or	irm for the purpose of executing Contracts.  nat he/she has read and understood the foregoing edge, true and accurate.  Irms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration.  Cornell Cooperative Extension—  Vendor:  NASSAU County  Signed:  Olagny M. Coul

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 LARLY BERGER.
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President/3 // / /
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YESNO If Yes, provide details.

Secti	any governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YESNO, provide details.
operation Provide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  I detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7. In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES
d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO if Yes, provide details for each such instance.
bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptropretation and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropretation of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
· , p)	Is there any misdemeanor charge pending against you? YES NO $\stackrel{\searrow}{\searrow}$ if Yes, provide details for each such charge.
c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NOX If Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YESNOX If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subjec for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in se to Question 5? YES NO If Yes, provide details for each such gation.
10	insted in anti-tru includir	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, age but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO If Yes; provide details for each such gation.
11.	proceed	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
2.	applical	past 5 tax years, have you failed to file any required tax returns or falled to pay any ble federal, state or local taxes or other assessed charges, including but not limited r and sewer charges? YES NO If Yes, provide details for each such

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

I, LARLY BERGER, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of mouch 2027

Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
ary Public
winnission Expires January 17, 20;

Name of submitting business

: LALDY PA

Print name

Signature

Title

3,27,17

Date

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 KEETE MiCHAELS
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board/_ / Shareholder//
	Chief Exec, Officer / / Secretary / /
	Chief Financial Officer/_/ Partner/ /
	Vice President / /3/ // / / / / / / / / / / / / / / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
ō.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YESNO, If Yes, provide details.

6.	S	ectic	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YESNO
ор Рл	era ovid	tion le a pro	or affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	in or	the	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
		a.	Been departed by any government agency from entering into contracts with that agency? YES, If Yes, provide alls for each such instance.
		b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES If Yes, provide details for each such instance.
		c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to failure to meet pre-qualification standards? YES
		d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bar the bar any init que	nkru pa: nkru su iatė estic	any of the businesses or organizations listed in response to Question 5 filed a aptropretition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropretion of the last 7 year period, been in a state of aptropretion of bankruptcy proceedings initiated more than 7 years ago and/or is chooseness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	•		Is there any misdemeanor charge pending against you? YESNO If Yes, provide details for each such charge.
•	•	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
		d)	in the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	n	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
		YES NO/ If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investig subject for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed ir anti-tru includir	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
17.	respon: proceed	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
12.	applical	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

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.

, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to eriter into a contract with the submitting business

Sworn to before me this a day of mous 2017

notary Public, State of New York
No. 01:FA6254154
Qualified in Nassau County mission Expires January 17

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 Sally Ann Reinhardt
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
-	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President / Treasurer / _ / O C  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 NOV If Yes, provide details.
<b>1</b> -	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.
ö.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $

,	Secti	any governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO
oper Prov	ation ide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  I detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7. li 0	n the rgan	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
		Been debarred by any government agency from entering into contracts with that agency NO if Yes, provide details for each such instance.
	b.	Been detailed in internal and/or tempinated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	œ.	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
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
th th ba ar in qu	ankru e pa ankru ny su itiate uestic	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\frac{\checkmark}{}$ If Yes, provide details for each such charge.
•	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness of the underlying facts of which related to the conduct of business? YES NO $\underline{V}$ If Yes, provide details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been fourfd in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investig subject for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business exitity and/or an affiliated business listed in se to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed ir anti-tru includir	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, age but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO If Yes; provide details for each such pation.
	respons proceed	east 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO _V If Yes; details for each such instance.
	applicat	past 5 tax years, have you failed to file any required tax returns or failed to pay any ple federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO $V$ If Yes, provide details for each such
		•

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.

Learning of the formation and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this THay of March 2017

DEBORAH M. FARA
Notary Rublic, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

Desocial m Zon Notary Public

Cornell Cooperative Extension of Nassau County Name of submitting business

Sally Ann Reinhardt

Print name

Sally and Reinhordt

Signature

Treasurer

Title

3,27,17

Date

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 JoAnn Zenewitz
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board/_/ Shareholder/_/
	Chief Exec. Officer / / Secretary 3/24/4
	Chief Financial Officer / / Partner / /
	Vice President / / / / / / / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO/ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.

6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO _1/2 if Yes, provide details.				
op Pr	ovide.a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  I detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.			
7.	in the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer.			
		Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.			
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES If Yes, provide details for each such instance.			
	G.	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			
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.			
8.	the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptropression and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptropression as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)			
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.			
	. p)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.			
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.			
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.			

	e)	in the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investig subject for, or o	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in se to Question 5? YES NO If Yes, provide details for each such gation.
10	listed ir anti-tru includin	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, age but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YES NO If Yes; provide details for each such gation.
1 <b>1</b> .	respons proceed	last 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
12.	applicat	past 5 tax years, have you failed to file any required tax returns or failed to pay any ple federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

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I, Joann Zeneurz, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of most 20 m

Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
ommission Expires January 17 2020

CORNELL COOPERATIVE EXTENSION OF NASSAY COUNTY

Prior nome

500

03 ,27, 2017

Date

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.

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1.	Principal Name Gregory M. Sandar
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip (
	Telephone
	Other present address(es)
	City/state/zip
	Telephone C
	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 / /
	Ghief Exec. Chief 0 / 0 / 1/4 Secretary / /
	Chief Financial Officer / / Partner / /
	Vice President / / /
	(Other)
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO if Yes, provide details.
1.	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.
ō.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.

U,	Secti	ion 5 in the past 3 years while you were a principal owner or officer? YES NO s, provide details.
op: Pro	eration ovide a	In affirmative answer is required below whether the sanction arose automatically, by not flaw, or as a result of any action taken by a government agency  a detailed response to all questions checked "YES". If you need more space, photocopy opriate page and attach it to the questionnaire.
7.	In the	past (5) years, have you and/or any affiliated businesses or not-for-profit ilzations 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
•	ь.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO if Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including but not limited to, failure to meet pre-qualification standards? YESNO If Yes, provide details for each such instance.
•	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
}         	oankri che pa cankri any su nitiate questid	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NOL If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	<del>e</del> )	misdemeanor?
		YES NO _V If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _i If Yes, provide details for each such occurrence.
9.	years, investig subject for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the to fan investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in se to Question 5? YES NO If Yes, provide details for each such gation.
10	insted in anti-trui includir	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a lowner or officer? YESNO If Yes; provide: details for each such pation.
11	proceed	past 5 years, have you or this business, or any other affiliated business listed in see to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
12.	applicat	past 5 tax years, have you failed to file any required tax returns or failed to pay any ple federal, state or local taxes or other assessed charges, including but not limited and sewer charges? YES NO If Yes, provide details for each such

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

I. CRECKY M SALECT., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of April 20m

Description Face
Notary Public

DEBORAH M. FARR Notary Public, State of New York No. 01FA6254154 Qualified in Nassau County Inssion Expires January 17 2020

Name of submitting business

(10)

Signature

Execu

earlive Director

Title

Date

### **Business History Form**

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

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

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: 3/30/17 1) Proposer's Legal Name: CORNELL COUPERATIVE EXTENSION of hassau County 2) Address of Place of Business List all other business addresses used within last five years: 3) Mailing Address (if different): Phone: Phone: Does the business own or rent its facilities? County Owned Roperty 4) Dun and Bradstreet number: 5) Federal I.D. Number: 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Other (Describe) wn-PROFIT SOVEN(3) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_ No \_X If Yes, please provide details: \_\_\_\_\_ 8) Does this business control one or more other businesses? Yes \_\_\_ No \( \frac{1}{2} \) 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 _X If Yes, provide details.
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X 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).
<b>1</b> 1)	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
	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 _k If Yes, provide details for each such investigation
,	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 X If Yes, provide details for each such investigation.
•	
•	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 pendin <b>®</b> ? No <u>&gt;</u> Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No X Yes If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No $X$ Yes If Yes, provide details for each

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	such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  No X Yes If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No <u>X</u> Yes If Yes, provide details for each such occurrence.
to any p	ast (5) years, has this business or any of its owners or officers, or any other affiliated s had any sanction imposed as a result of judicial or administrative proceedings with respect rofessional license held? No × Yes ; If Yes, provide details for each such
applicad and sew detailed	past (5) tax years, has this business failed to file any required tax returns or failed to pay any le federal, state or local taxes or other assessed charges, including but not limited to water the charges? No X Yes If Yes, provide details for each such year. Provide a response to all questions checked YES'. If you need more space, photocopy the ate page and attach it to the questionnaire
Provide a de appropriate i	stailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
17) Conflict o a) ple	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase 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. <u>Lo Conflict ভিক্তি</u>
	(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. ১০ ০০ বিকেশ্যাকে ১৯১৮১
	(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.

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		.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.
		041	INTEREST POLICY AND CONE OF ETHICS POLICY IN OUR Human RESOURCES
•			wal which Fhumerates the Guidelines to Forecus
. А.	exten	sive	esume or detailed description of the Proposer's professional qualifications, demonstrating experience in your profession. Any prior similar experiences, and the results of these es, must be identified.
	Shoul	ld the	proposer be other than an individual, the Proposal MUST include:
	i)	Da	te of formation; ধপাধ
	iī)	Na: inc	me, addresses, and position of all persons having a financial interest in the company, luding shareholders, members, general or limited partner;
	iii)	Na	me, address and position of all officers and directors of the company;
	iv)	Sta	te of incorporation (if applicable); ალ ყოლი
	v)	The	e number of employees in the firm; 39
	vi)	Anı	nual revenue of firm; * 2.5 m il/i.od
	vii)	Su	nmary of relevant accomplishments occanonated and Record
	viii)	Cop	pies of all state and local licenses and permits.
В.	Indica	ite nu	mber of years in business. 103
c.	Provic capac	ie an ity ar	y other information which would be appropriate and helpful in defermining the Proposer's nd reliability to perform these services.
.D.	Provid provid work.	le nai led si	mes and addresses for no fewer than three references for whom the Proposer has milar services or who are qualified to evaluate the Proposer's capability to perform this
	Comp	anv	Carry of Massau Office of the AGING
	_		
	Conte	U. FE	rson
	Addre	\$\$ <b>.</b>	
	City/S	tate _	
	Teleph	none	
	Fax#	(	
	E-Mail	! Add	ress

Company 11.5 DEPARTMENT OF ENVIRONMENTAL CONSERVATION FORTST SCIENCE
Contact Person
Address
City/State
Telephone
Fax#
E-Mail Address
•
Company CORNEL COOPERATIVE EXTENSION OF SUFFOLIC COUNTY (SNAP-EL GRANT)
Company CORNEL CONFERENCE EXTENSION OF SUFFICIE COUNTY (SNAP-EL GRANT)
Capitati Dayan
Contact PersonAddress
Address
Contact Person  Address  City/State

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#### CERTIFICATION

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

I, <u>GREGORY M. SANDOR</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this  $b^{x}$  day of  $B\rho r l$ 

201<del>8</del>

Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

Name of submitting business:

M. SANDOR

Print name

gipnature 5

trecutive

Title

04,06,17

Date

# CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY

# 2017 BOARD OF DIRECTORS - List of Officers (Executive Committee) - April 2017

NAME/TITLE	TELEPHONE /FAX/EMAIL	OCCUPATION	TERM ENDS
PRESIDENT			
Larry Berger		Retired Nassau County Planning Dept.	2 <sup>nd</sup> Term ends 2018
VICE-PRESIDENT		·	
Reese Michaels		Hygeia Realty Inc. President	1 <sup>st</sup> Term ends 2018
SECRETARY			
JoAnn Zenewitz			2 <sup>nd</sup> Term ends 2019
TREASURER			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Sally Reinhardt	Secretaria de la companya della companya della companya de la companya della comp	Retired Family Consumer Teacher	2nd Term ends 2017
EXECUTIVE DIRECTOR			
Greg Sandor Cornell Cooperative Extension of Nassau Co.		Executive Director	

# CORNELL COOPERATIVE EXTENSION

# **IMPACTING NASSAU COUNTY**





Cornell Cooperative Extension (CCE) is a dynamic educational system by which research at Cornell University is translated and placed into the hands of New York State citizens in order to enhance their-lives and well-being.

Highly committed campus faculty and extension associates, agriculture teams, and local educators in a variety of fleids, working together with community partners, are uniquely positioned to help apply Cornell's world class research to meaningful programming.

CCE programs are available in every county and the five boroughs of New York City, engaging NYS citizens, providing educational experiences and helping them ask the right questions.

# DIFFERENCE MAKERS IN YOUR LOCAL COMMUNITIES

#### NASSAU COUNTY'S STORY:

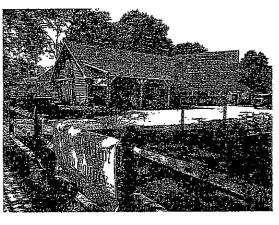
CCE Nassau serves thousands of Nassau families though programs focused on horticulture, the environment, health, nutrition, and 4-H youth development.

#### Association Program Areas:

- Operate the Taste NY Marketplace at the new LI Welcome Center, where we promote local agriculture and sustainable food systems.
- East Meadow Farm Horticulture Center and Demonstrations Gardens are open to the public for educational classes, workshops, demonstration gardens, have a Gardening telephone hotline, Community Farm Stand and in-person diagnostics.
- Nutrition Program that includes SNAP-ED and EFNEP programs for low income families, schools, libraries and other community organizations.
- Dorothy P. Filnt 4-H Camp offers summer sleepaway camp for ages 8-46 with marty outdoor and environmental educational opportunities.

#### Association Highlights:

- Master Gardener Program, with over 100 active volunteers.
- Asian Longhorned Beetle Reforestation Program replanted over 800 new trees throughtout quarantined areas.
- Over 60 community garden plots at East Meadow Farm.
- \*Horticulture Residential and Professional Memberships provided.
- Over six "hands-on" demonstation gardens at East Meadow Farm that are open the public 7 days a week, from dawn to dusk.
- Held over 100 gardening lectures and workshops at East Meadow Farm and throughtout the community for Nassau Country Residents.
- Over 9,000 adults and youths participated in our nutrition programs. We partner with over 100 community organizations.
- •We accepted over 700 WIC Farmers' Market and Senior Nutrition program at the Community Farm Stand,



#### **FUNDING REQUEST**

- \$6.92 million in the SUNY budget through County Law 224 Aid to Localities for Cornell Cooperative Extension
- The Executive Budget included \$3.92 million for Cornell Cooperative Extension, an increase of funding by \$3 million provides capacity funds to be flexible (for emerging needs/opportunities) and nimble (respond when disasters strike)



Cornell University

#### COUNTY OF NASSAU

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

1. Name of the Entity: CORNEL CONFERNTINE Extension of Massam County
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held Corp Law Forz. Profile A 550th Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
SECADLACHED CONTact List of CCE-NE BOAR Q
of Directors officers (Executive Committee).
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
NONE

Page 2 of 4	
6. List all affiliated and related companies and their relationship to the firm entered of 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated subsidiary company that may take part in the performance of this contract. Such disc be updated to include affiliated or subsidiary companies not previously disclosed that in the performance of the contract.	d or Hosure shall
NOWE	
•	
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	·····
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every porganization retained, employed or designated by any client to influence - or promote before - Nassau County, its agencies, boards, commissions, department heads, legislate committees, including but not limited to the Open Space and Parks Advisory Commi Planning Commission. Such matters include, but are not limited to, requests for propedevelopment or improvement of real property subject to County regulation, procured term "lobbyist" does not include any officer, director, trustee, employee, counsel or a County of Nassau, or State of New York, when discharging his or her official duties.	person or e a matter ators or ittee and osals, nents. The agent of the
(a) Name, title, business address and telephone number of lobbyist(s):	;
inconf	<u> </u>
	<del></del>

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## Page 3 of 4

description of lobbying a	
PONE	
(c) List whether and assau County, New York	where the person/organization is registered as a lobbyist (e.g., State):
JONE	
your -	
	·
VERIFICATION: This se	ection must be signed by a principal of the consultant,
ntractor or Vendor author	ized as a signatory of the firm for the purpose of executing Contracts.
ne undersigned affirms and	so swears that he/she has read and understood the foregoing
itements and they are, to h	ais/her knowledge, true and accurate.
ated: 4/12-11.	7 Signed: Orep M. J.
	Print Name: OF-Gory M. Sandor
	Title: Executive Director

#### Page 4 of 4

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

### 2017 BOARD OF DIRECTORS - List of Officers (Executive Committee) - April 2017

NAME/TITLE	TELEPHONE /FAX/EMAIL	OCCUPATION	TERM ENDS
PRESIDENT			
Larry Berger		Retired Nassau County Planning Dept.	2 <sup>nd</sup> Term ends 2018
M		riaining bept.	
VICE-PRESIDENT	The state of the s		
Reese Michaels	51000000	Hygeia Realty Inc.	_
		President	1 <sup>st</sup> Term ends 2018
SECRETARY		1 "	
JoAnn Zenewitz	C: 5		
	Suggestion		2 <sup>nd</sup> Term ends 2019
TREASURER			
Sally Reinhardt		Retired Family Consumer	2nd Term ends 2017
1002		Teacher	
EXECUTIVE DIRECTOR			
Greg Sandor	0:55	Executive Director	
Cornell Cooperative	C: 5		
Extension of Nassau Co.			

#### CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Cornell Cooperative Extension Nassau County, a not-for-profit organization, having its address in 5 Old Ioriche Townilla Loriche Mine 153 (the Contractor").

#### WITNESSETH:

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,

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

- 1. <u>Term</u>. This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2017, unless sooner terminated as provided for herein.
- 2. <u>Services</u>. The Service is more particularly described in Appendix "A" attached hereto and incorporated herein by reference.
- 3. <u>Payment</u>. The services to be provided by the Contractor under this Agreement shall consist of enhancing the on-going programming at CCE-NC's East Meadow Farm (See Appendix "A"). The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **One Hundred Thousand Dollars** (\$100,000.00) and shall be payable in full within a reasonable time after the execution of this Agreement by the County.
- (v) Reconciliation If the contract is terminated for any reason prior to completion of Program due to no fault of the County, other than under conditions set forth in Section 20 of this Agreement, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when Program was due, whichever is sooner.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the

payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

- (c) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), be (i) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

#### 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law:

- (a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

- (b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.
- (c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (d) The Contractor shall, and shall cause all Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- (e) The provisions of this Section shall survive the termination of this Agreement.
- Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. Coverage is Subject to Change according to Event.

- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery: Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverage's shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon ten (10) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of

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

- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 18. <u>Section and Other Headings</u>. 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 is not obligated pay the County an administrative service charge of Five Hundred and Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006 because Cornell Cooperative Extensions is a not-for profit organization.

#### 20. Miscellaneous.

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

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

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Cornell	Cooporative Extension Nassau Coun
By: O Name: Title:_ Date:	reger M. Jal Gregory M. Sand Executive Direct
<i>Daw.</i>	1/21/17
NASSATI	COUNTY
NASSAU	COUNTY
NASSAU	COUNTY
NASSAU	COUNTY
	COUNTY
Ву:	COUNTY
By: Name:	
By: Name: Title: <u>C</u>	ounty Executive
By: Name: Title: <u>C</u>	
By: Name: Title: <u>C</u> (or)	ounty Executive
By: Name: Title: <u>C</u> (or)	ounty Executive Chief Deputy County Executive

PLEASE EXECUTE IN <u>BLUE</u> INK

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

On the ay to day of April	in the year 200 before me personally
came (resugger m 4000cm to:	me personally known, who, being by me duly
sworn, did depose and say that he or s	he resides in the County of Suffer ; that
he or she is the Executive DIRECTOR	Of Corney Cooperative Extension of the
company/corporation described herein	and which executed the above instrument; and
	hereto by authority of the board of directors of said
company/corporation.	
I stood in Jan	
NOTARY PUBLIC	DEBORAH M. FARR
	Notary Public, State of New York No. 01FA6254154
•	Qualified in Nassau County mission Expires January 17 2020
	mission Expires damary 17
STATE OF NEW YORK)	
)ss.:	
COUNTY OF NASSAU)	
04	
On the day or	in the year before me personally came
to me per	rsonally known, who, being duly sworn, did depose and
Said that (s) he resides in	County; that (s)he is the County Executive
Noney the municipal communities don	ive or Deputy County Executive of the County of
	cribed herein and which executed the above instrument;
and that (s)he signed his/her name ther	Teto.
NOTARY PUBLIC	——————————————————————————————————————

#### Appendix "A"

#### 2017 CCE-NC Proposed Allocation of County Funds:

# 2017 CCE-NC Proposed Allocation of County Funds:

2. Utilities – E. Meadow Farm	\$5,000
3. Operating Supplies	\$1,500
'	Total \$100,000

NOTE: Subject to the approval of the Department, Contractor should have the authorization to adjust the listed line items stated herein.

Regardless of the number of adjusted line items, the payment total shall not exceed the amount listed above.

# Appendix L

## Certificate of Compliance

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

1.	The chief executive officer of the Permittee is:
	Gregory M. Sandor (Name)  5 old Jericho Toke, Jericho, Ny 1/7: (Address)
	5 old Jericho Toke, Jericho, Ny 117.
	576-433-7970, ext. 16 (Telephone Number)
2.	The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3.	In the past five years, Permitteehashas not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:
4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

authorized County representatives	to work sites and relevant payroll records by s for the purpose of monitoring compliance with gating employee complaints of noncompliance.
I hereby certify that I have read the foregon knowledge and belief, it is true, correct as made herein shall be accurate and true as	nd complete. Any statement or representation
<u>4/24/17</u> Dated	Signature of Chief Executive Officer Divector  Signature of Chief Executive Officer Divector  Name of Chief Executive Officer Divector
Sworn to before me this  and day of angle , 2017.	Trumo of Omor Excellence of the Control of the Cont
Notary Public	DEBORAH M. FARR votary Public, State of New York No. 01FA6254154 Qualified in Nassau County mmission Expires January 17 2020

# 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 Womenowned 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.
- (1) 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.

- 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 (I) 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.

#### CERTIFICATE OF LIABILITY INSURANCE

CCENAS1 OP ID: KJ

DATE (MM/DD/YYYY) 04/06/2017

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

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

certificate holder in lieu of such endorsement(s).		igino to the		
PRODUCER	CONTACT NAME:			
2	PHONE FAX (A/C, No. Ex., (A/C, No.):			
Track	E-MAIL ADDRESS:			
PIA	Insurer(s) Affording Coverage	NAIC#		
	INSURER A			
INSURED Cornell Cooperative Extension	INSURER B:			
	INSURER C:			
Jury 1	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	TYPE OF INSURANCE	ADDL S	BUBRI AVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	<b>Ш</b> МП	's
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,00
	CLAIMS-MADE X OCCUR	x	PHPK1495690	05/24/2016	05/24/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,00
		1 1	+			MED EXP (Any one person)	s 10,00
			j			PERSONAL & ADV INJURY	s 1,000,00
	GEN'L AGGREGATE LIMITAPPLIES PER:					GENERAL AGGREGATE	s 3,000,00
	POLICY PROL LOC	1 1		+		PRODUCTS - COMP/OP AGG	s 3,000,00
	OTHER:					Emp Ben.	\$ 1,000,00
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
Α	X ANY AUTO		PHPK1495590	05/24/2016	05/24/2017	BODILY INJURY (Per person)	6
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS  V Comprehen V Collision					PROPERTY DAMAGE (Per accident)	\$
	X Comprehen X Collision						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	s 1,000,00
A	EXCESS LIAB CLAIMS-MADE		PHUB540754	05/24/2016	05/24/2017	AGGREGATE	.s 1,000,00
	DED X RETENTION \$ 10000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
i i	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	]			E.L. EACH ACCIDENT	69
li	OFFICER/MEMBER EXCLUDED? [Mandatory in NH)	"''				E.L. DISEASE - EA EMPLOYEE	\$
	if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hotel/Motel Tax Grant-funding to support East Meadow Farm, Nassau County, its
officials, employees, volunteers, agents and representatives are added as

officials, employees, volunteers, agents and representatives are added as additional insured as required by written contract per endorsement PI-GLD-HS NY(10/11)

CERTIFICATE HOLDER	CANCELLATION ?
County of Nassau 1550 Franklin Ave	NASSAUC SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER ACCORDANCE WITH THE POLICY PROVISIONS.
Mineola, NY 11501	Have of Soyal



April 27, 2017

Ms. Eileen Krieb, Deputy Commissioner
Nassau County Department of Parks, Recreation and Museums
Administration Building, Eisenhower Park
East Meadow, NY 11554

Dear Ms. Krieb:

This letter is to assure you that CCE-Nassau County will maintain insurance coverage throughout the term of the contract which expires December 2017.

We are aware that our insurance will be up in May 2017 and will send you an updated insurance certificate at that time. Please don't hesitate to contact me if you have any further questions.

Best regards,

Gregory M Sandor

Executive Director

Contract ID#: S35114-13C



# CFPW17 00000 2 Department: Public Works

# CF E-121-17

# **CF** (Capital)

Contract Details

NIFS ID #: CFPW1700007 NIFS Entry Date: 3/7/17 Term: from Execution to 36 months

New ⊠ Renewal □	1) Mandated Program:	Yes 🛚	No 🗌
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🖂	No 🗌
Addl, Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🖂	No 🗌

# **Agency Information**

Name	Vendor ID#		
H2M Architects & Engineers	11-2235604		
Address	Contact Person		
538 Broad Hollow Road  4th Floor East	Frank M. Russo, P.E		
Melville, NY 11747	Phone		
	(631) 756-8000		

Department Con	
Thomas A. I	mmerso
Sanitary Engir	icer II
Address	
3340 Merric	k Road
Wantagh, N	Y 11793
Phone	1 11/93
516-571-753:	6

# **Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	B3/8/17	Blug 1	
	DPW (Capital Only)	CF Capital Fund Approval	□ 3/8/17	* That dell	
3/28	OMB	NIFS Approval	☑ 3 28 17	Mil Water	Yes No Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification			
	County Attorney	CA Approval as to form			Yes□ No □
	Legislative Affairs	Fw'd Original Contract to CA			
	Rules 🔲/ Leg. 🔲				
	County Attorney	NIFS Approval			
	Comptroller † :// ∀	NIFS Approval U L AVH L []]7		M.	* 1. A.
Spa	County Executive	Notarization 1101 Filed with Clerk of the Leg.	3/3/17	Ulle	



# Contract Summary

Description: Detailed Design Services Agreement for the Glen Cove Sewage Treatment Plant

Purpose: Evaluation of the Preliminary Treatment Works, inclusive of mechanical bar screens, screw conveyor, influent pumps, grit removal, motors, controls, piping, valves & the concrete influent channel — all of which are approaching the end of their useful life. Also included will be assessment of the influent building ventilation & ancillary items such as lighting, alarms & communication systems. Replacement of these components with new, efficient equipment will improve reliability while reducing O&M costs.

Method of Procurement: Qualifications-based selection procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and County Executive Order No. 1-1993.

Procurement History: A Request for Proposals (RFP) was advertised in <u>Newsday</u> in January, 2016 with Technical Proposals received on February 16, 2016. Three (3) firms responded to the RFP and the Technical Proposals were evaluated by NCDPW personnel. NCDPW completed its evaluation and recommended the award of this Contract to H2M architects + engineers on April 7, 2016.

Description of General Provisions: This agreement provides for comprehensive detailed design services inclusive of development of a Technical Design Report (Div. A) and ensuing responsibility of providing Detailed Design (Div. B) & Construction-Related Services (Div. C, D & E) under this Contract.

Impact on Funding / Price Analysis: Funding for these services will come from Capital Project S35114.

Base fee: \$456,000 30% Cont.: \$136,800 Total Amt.: \$592,800

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		
Fund:	CSW	
Control:	35	
Resp:	114	
Object:		
Transaction;		

FUNDING SOURCE	AMOUNT		
Revenue Contract	\$		
County	\$		
Federal	\$		
State	\$		
Capital	\$592,800		
Other	\$		
TOTAL	\$ 592,800		

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSWCSW35114	\$ 592,800
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$ 592,800

Date

RENEW	AL
% Increase	

% Decrease

Document Prepared By: Thomas A. Immerso, Sanitary Engineer II

:	Sept.	. 2	.2	, 2	0.5	16	
		7.			·	· · ·	

A NIFS Certification To the Control of the Control	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name (MM)
Name	Name	Date State
Date	Date	(For Office Use Only)



# Nassau County Interim Finance Authority

# **Contract Approval Request Form**

(As of March 2017)

1. Vendor: H2M Architects & Engineers			
2. Dollar amount requiring NIFA approval: \$_592,800.00			
Amount to be encumbered: \$ 592,800.00			
This is a New Contract Advisement Amendment // 3//)			
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: Thirty-six (36) months			
Has work or services on this contract commenced? Yes Yes			
If yes, please explain:			
4. Funding Source:			
General Fund (GEN)       ✓ Grant Fund (GRT)         Capital Improvement Fund (CAP)       Federal %100         Other       State %         County %			
Is the cash available for the full amount of the contract? Yes $$ No If not, will it require a future borrowing? Yes $$ No			
Has the County Legislature approved the borrowing?			
Has NIFA approved the borrowing for this contract?Yes			
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:			
Project will evaluate Preliminary Treatment Works at Glen Cove WPCP, inclusive of mechanical bar screens, influent pumps, grit removal, motors, controls, piping, valves & the concrete influent channel-all of which are approaching the end of their useful life. Also included will be assessment of influent building ventilation & ancillary items such as lighting, alarms & communication systems. Replacement of these components with new, efficient will improve reliability of this critical infrastructure while reducing O & M costs.			
6. Has the item requested herein followed all proper procedures and thereby approved by the:			
Nassau County Attorney as to form Yes No N/A Nassau County Committee and/or Legislature Yes No N/A			
Date of approval(s) and citation to the resolution where approval for this item was provided:			
7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:  EXCEEDS \$ 50K			

#### **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

conformance with the	Nassau County Approved Bu	made in reliance on this authorization are in dget and not in conflict with the Nassau County A will rely upon this information in its official
deliberations.	ADOO	
Koisen	in Olla	4/4/17
Signature	Title	Date
Print Name	, , , , , , , , , , , , , , , , , , ,	
	COMPTROLLE	R'S OFFICE
	Nassau County Approved Bu	te information listed is true and accurate and is in dget and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response	:
I certify that the fun	ds are available to be encumbered	l pending NIFA approval of this contract.
If this is a capital projec	et:	
I certify that the bor	nding for this contract has been ap	oproved by NIFA.
Budget is available a	.nd funds have been encumbered	but the project requires NIFA bonding authorization.
Signature	Title	Date
Print Name		
	NIF	Α
Amount being approve	d by NIFA:	NIFA approves this contract/amendment, but no time charges shall be recognized or paid for services rendered prior to the later of (1) the date of NIFA approval; and (2) the date when the contract/amendment has been fully executed by all parties.
Signature	Title	Date
Print Name		

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

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

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

III.   This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFF (copies of the relevant pages are attached). The original contract was entered into after
[described 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.
$\Box$ 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 119-0, 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:  \[ \begin{align*}\] 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
Department Head Signature



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election I ending on the date of this disclosure, or (b years prior to the date of this disclosure ar campaign committees of any of the follow committees of any candidates for any of the	rs of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the ving Nassau County elected officials or to the campaign he following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
None	
Vendor authorized as a signatory of the fi	be signed by a principal of the consultant, contractor or rm for the purpose of executing Contracts.  That he/she has read and understood the foregoing edge, true and accurate.
	rms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental remuneration.
Dated: January 25, 2017	Vendor: H2M architects + engineers Signed
	Print Name: Frank M. Russo, P.E.
	Title: Senior Vice President



# COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any			
client to influence - or promote a matter before - Nassau County, its agencies, boards,			
commissions, department heads, legislators or committees, including but not limited to the Ope Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when			
			discharging his or her official duties.
			None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau			
County, New York State):			
None			
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the			
lobbyist is retained, employed or designated:			
None			

Page 2 of 4
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify
client(s) for each activity listed. See page 4 for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
- 7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None	
	en e

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

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

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

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

Dated: January 25,2017

Signed: Frank M. Russo, P.E.

Title: Senior Vice President

## 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 Richard W. Humann, P.E.
	Date of birth NY Foil 87.2(b)
	Home addre
	City/state/zip
	Business address 538 Broad Hollow Road, 4th Floor East
	City/state/zip Melville, NY 11747
	Telephone (631) 756-8000
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	President 01 / 02 / 12 Treasurer / / Chairman of Board 01 / 02 / 13 Shareholder Chief Exec. Officer 01 / 02 / 13 Secretary / Partner / / Chief Financial Officer / / Partner / /
	Vice President From 01/17/05 to 01/02/12
	(Other) Chief Operating Officer (COO) 01/02/12 to 01/02/13
3.	Do you have an equity interest in the business submitting the questionnaire?  NY Foil 87.2(b)-:  pers privacy
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 NY Foil 87.2(b)- pers privacy Within the past 3 years, have you been a principal owner or officer of any business or not-
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES

H2M Associates, Inc. (wholly owned subsidiary): President and CEO (2005 to present); Vice President (2005-2012) H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey); President and CEO (2012 to present)

ANSWERS to 6.: H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers. H2M Architecis & Engineers, Inc. has the following 3 contracts: 8.Roseland, NJ (2015), B.Pompton Lakes, NJ (2013), Twp.Neptune, NJ (2013-2014) 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. See our answer directly above this question 6. NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer: a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_NO / If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ✓ If Yes, provide details for each such instance. Been denied the award of a contract and/or the opportunity to bid on a contract. including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO \_/ If Yes, provide details for each such instance. d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO ✓ If Yes, provide details for each such instance. 8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) a) Is there any felony charge pending against you? YES \_\_\_NO\_✓ If Yes, provide details for each such charge. b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_NO 🕜 If Yes, provide details for each such charge. c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO ✓ If

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

Yes, provide details for each such charge.

details for each such conviction.

	First )	misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _< If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YESNO ✓ If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO/_ If Yes, provide details for each such

#### **CERTIFICATION**

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

I. ZCLC I HURLAND, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of the service 20/7

Notary Public

JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
tpublised in Suffolk County
My Comm. Expires Dec. 15, 2013

Happ ASPAULTO HINGINFERY

Name of submitting business

Distraction

Signature

Tille

Data Data

### 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 Gary E. Loesch. P.E.
	Date of birth NY Foil 87.2(b)-
	Home addres
	City/state/zip
	Business address 538 Broad Hollow Road, 4th Floor East
	City/state/zip Melville, NY 11747
	Telephone (631) 756-8000
	Other present address(es)
	City/state/zíp
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer/
	Chairman of Board// Sharehold NY Foil 87.2(b)-//
	Chlef Exec. Officer / / Secretary pers privacy.
	Chief Financial Officer / / Partner / /
	Vice President Executive Vice President: From 01/01/88 to present
	(Other) Chief Operating Officer (COO) 01/01/13 to present
3,	Do you have an equity interest in the business submitting the questionnaire?
	NY Foil 87-2(b)- pers privácy
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
	NY Foil 87.2(b)- pers privacy
5.	Within the past 3 years, have you been a principal owner or officer of any business or not
	for-profit organization other than the one submitting the questionnaire? YES V NO If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): Executive Vice President, COO, Secretary (01/01/87 to present)
H2M Architects & Erigineers, Inc. (authorized to practice architecture in New Jersey): COO, Executive Vice President,
Secretary (05/28/02 to present)

ANSWERS to 6.: H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers. H2M Architects & Engineers, Inc. has the following 3 contracts: B.Roseland, NJ (2015), B.Pompton Lakes, NJ (2013), Twp.Neptune, NJ (2013-2014) 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. See our answer directly above this question 6. 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 guestions 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: Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_ NO \_✓ If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO \_ / If Yes, provide details for each such instance. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO / If Yes, provide details for each such instance. d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ✓ If Yes, provide details for each such instance. 8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever Initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) a) Is there any felony charge pending against you? YES \_\_\_ NO 🗸 If Yes, provide details for each such charge. b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO \_< \_ If Yes, provide details for each such charge. c) Is there any administrative charge pending against you? YES \_\_\_\_\_NO ✓ # Yes, provide details for each such charge. d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or

of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO \_\_ If Yes, provide

details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
		YES NO ✓ If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO _✓ If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tro includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YESNO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _/ If Yes, provide details for each such

#### CERTIFICATION

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

I, Gazy E. Lo Coch, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of 1416. A 20 Josephine A. CUGGINO

Notary Public - State of New York
No. 01CU6316397
Qualified in Suffolk County
My Comm. Expires Dec. 15, 2018

Print name

8Ignature

1 25 / 26 19

### 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 Gregory C. Smith, CPA
	Date of birth NY Foil 87.2(b)
	rlome address privacy
	City/state/zip
	Business address538 Broad Hollow Road, 4th Floor East
	City/state/zip Melville, NY 11747
	Telephone (631) 756-8000
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer 01 / 01 / 14
	Chairman of Board / / Shareholder pers privacy  Chief Exec. Officer / / Secretary
	Chief Exec. Officer// Secretary/
	Chief Financial Officer <sup>01</sup> / <sup>01</sup> / <sup>14</sup> Partner / /
	Vice President Senior Vice President: From 01/01/16 to present
	(Other) Controller 09/21/87 to 12/31/13
3.	Do you have an equity interest in the business submitting the questionnaire?
	NY Foil 87.2(b)- pers privacy
4.	pers privacy Are there any outstanding loans, guarantees or any other form of security or lease or any
•	other time of contribution made in whole or in part between you and the business
	NY Foil 87.2(b)- pers privacy
5.	Vithin the past 3 years, have you been a principal owner or officer of any business or not-
	for-profit organization other than the one submitting the questionnaire? YES 🗹 NO
	If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): Treasurer, CFO (2005 to present)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): Treasurer, CFO (2005 to present)

ANSWERS to 6.: H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers. H2M Architects & Engineers, Inc. has the following 3 contracts: B Roseland, NJ (2015), B.Pompton Lakes, NJ (2013), Twp.Neptune, NJ (2013-2014) 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. See our answer directly above this question 6. 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 YES \_\_\_\_\_ NO \_ If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_NO \_\_\_ If Yes, provide details for each such instance. Been denied the award of a contract and/or the opportunity to bid on a contract. including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO / If Yes, provide details for each such instance. d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ✓ If Yes, provide details for each such instance. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) a) Is there any felony charge pending against you? YES \_\_\_\_ NO ✓ If Yes, provide details for each such charge. b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ✓ If Yes, provide details for each such charge. c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ✓ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO \_\_ If Yes, provide

details for each such conviction.

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	ø.	
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the stof an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 5? YES NO If Yes, provide details for each such igation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO/ If Yes; provide details for each such igation.
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _
12.	applica	e past 5 tax years, have you falled to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

#### 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.

L. Crayus C South, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 25th day of Matter . 2019

JOSEPHINE A. CUGGINO
National Public - State of New York
No. 01CU6316397
Callified in Suffolk County way Comm. Expires Dec. 15, 2018

HOM ARTHOUTH TELEVINEERS

Name of submitting business

Print name

Signature

## **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).

Dat	te:January 23, 2017
1)	H2M Architects, Engineers, Surveying and Landscaping, DPC dba H2M Proposer's Legal Name: Architects + engineers
2)	Address of Place of Business: 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
Lis	t all other business addresses used within last five years: 575 Broad Hollow Road, 4th Floor East, Melville, NY 11747
3)	Mailing Address (if different):
Ph	one : (631) 756-8000
	es the business own or rent its facilities?
4)	Dun and Bradstreet number:
5)	Federal I.D. Number: 11-2235604
6)	The proposer is a (check one): Sole Proprietorship Partnership _X Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No _X If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes X No If Yes, please provide details: NY Foil 87.2(d)-

9)	bes this business have one or more affiliates, and/or is it a subsidiary of, or controlled by other business? Yes No $\frac{X}{X}$ If Yes, provide details	by,
10)	as the proposer ever had a bond or surety cancelled or forfeited, or a contract with National solution of the proposer ever had a bond or surety cancelled or forfeited, or a contract with National solution of the proposer in the surety cancel of bonding agency, (if a bond), date, amount of bond and reason for such cancel forfeiture: or details regarding the termination (if a contract).	)
11)	as the proposer, during the past seven years, been declared bankrupt? Yes No Yes, state date, court jurisdiction, amount of liabilities and amount of assets	X
12)	the past five years, has this business and/or any of its owners and/or officers and/or ifiliated business, been the subject of a criminal investigation and/or a civil anti-trust vestigation by any federal, state or local prosecuting or investigative agency? And/or, e past 5 years, have any owner and/or officer of any affiliated business been the subjectiminal investigation and/or a civil anti-trust investigation by any federal, state or local control of investigative agency, where such investigation was related to activities beformed at, for, or on behalf of an affiliated business.	in ect of
13)	the past 5 years, has this business and/or any of its owners and/or officers and/or ar fillated business been the subject of an investigation by any government agency, inclut not limited to federal, state and local regulatory agencies? And/or, in the past 5 years any owner and/or officer of an affiliated business been the subject of an investigation of government agency, including but not limited to federal, state and local regulatory gencies, for matters pertaining to that individual's position at or relationship to an affiliation.	uding rs, on by
14)	as any current or former director, owner or officer or managerial employee of this bus ad, either before or during such person's employment, or since such employment if the narges pertained to events that allegedly occurred during the time of employment by fubmitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No _X_ If Yes, provide details to each such charge	e he
	b) Any misdemeanor charge pending? Yes No _X If Yes, provide of for each such charge	letails
	c) In the past 10 years, you been convicted, after trial or by plea, of any fell and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No	•

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No _X If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X If Yes, provide details for each such occurrence.
business trespect to	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No $\underline{X}$ ; If Yes, provide details for instance.
pay any a limited to v such year	est (5) tax years, has this business failed to file any required tax returns or failed to opplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No $\frac{X}{}$ If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire.
	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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 CONFLICTS EXIST
	(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 CONFLICTS EXIST
	(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 CONFLICTS EXIST
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.  H2M WILL CONTINUE TO MONITIR FAMILY RELATIONSHIPS BETWEEN OUR EMPLOYEES  AND NASSAU COUNTY EMPLOYEES THROUGH IMLLEMENTING PROCEDURES TO CHECK ALL NEW HIRES PRIOR TO EMPLOYMENT WITH H2M. THIS TAKES PLACE THROUGH ADDING AN APPROPRIATE QUESTION IN OUR EMPLOYMENT APPLICATION. SHOULD NASSAU COUNTY REQUEST OR RECCOMEND ADDITIONAL PROCEDURES, H2M WILL COOPERATE WITH
	NASSAU COUNTY TO IMPLEMENT THEM Rev. 3-2016

Α.	demon	e a resume or detailed description of the Propo istrating extensive experience in your profession of these experiences, must be identified.	
	Should	the proposer be other than an individual, the	Proposal <b>MUST</b> include:
	i)	Date of formation;	
	<li>Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;</li>		
	ill)	iii) Name, address and position of all officers and directors of the company;	
	iv)	State of incorporation (if applicable);	
	V)	The number of employees in the firm;	See responses on the following pages
	vi)	Annual revenue of firm;	£
	vii)	Summary of relevant accomplishments	
	viii)	Copies of all state and local licenses and permanent	mits.
В.	Indicat	te number of years in business See responses of	n the following pages
C.	Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services See responses on the following pages		oriate and helpful in determining the ervices See responses on the following pages
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 Village of Patchogue  Contact Person Joseph Dean, Public Works Superintendent			
		ct Person_Joseph Dean, Public Works Superintend	dent
	Address 14 Baker Street		
	City/State Patchogue, New York 11772		
Telep		none (631) 475-4300	
	Fax # na		
	E-Mail Addressjpdean@patchoguevillage.org		
	Similar in the		

Company Suffolk County DPW
Contact Person John Donovan, P.E., Chief Engineer
Address 335 Yaphank Avenue
City/State Yaphank NY 11980
Telephone (631) 852-4184
Fax# NA
E-Mail Address john.donovan@suffolkcountyny.gov
Company Oyster Bay Sewer District  Contact Person SuperIntendent Thomas Rosetti
Company Oyster Bay Sewer District  Contact Person Superintendent Thomas Rosetti
Company Oyster Bay Sewer District  Contact Person Superintendent Thomas Rosetti  Address 15 Bay Avenue
Company Oyster Bay Sewer District  Contact Person Superintendent Thomas Rosetti  Address 15 Bay Avenue  City/State Oyster Bay, NY 11771
Company Oyster Bay Sewer District  Contact Person Superintendent Thomas Rosetti  Address 15 Bay Avenue



#### Unreduction and Legal Existence

Organized in 1933 and founded on professional excellence, hard work and integrity, H2M architects + engineers (H2M) is proud of its long history of client service and design excellence. Providing seasoned judgment, quality service, technical skill, vision, and resourcefulness, H2M remains committed to achieving goals in step with our clients and in harmony with the environment.

H2M is a privately owned, full service, multi-disciplined professional A/E consulting firm that provides services to governmental agencies, municipalities, special districts and private industry. The firm is a NYS Design Professional Corporation, licensed by the NYS Department of Education to provide professional engineering services in New York.

H2M has seven office locations; its headquarters is located at 538 Broad Hollow Road, in Melville, New York, the remaining offices are at New York, Albany, White Plains, and Suffern New York, and Parsippany and Howell, New Jersey.

#### Firm History

H2M was initially oriented toward the planning and design of municipal infrastructure projects. The company's capabilities have since grown to include complete full professional services, some of which include: civil/site engineering, survey, structural engineering, mechanical engineering, electrical engineering, sanitary engineering, environmental engineering, water supply management, wastewater management, industrial hygiene, solid and hazardous waste management, geographic information systems mapping, planning and architecture.

The full complement of our professional staff includes:

- Staff Resources of over 300 Employees
- 65 Licensed Professional Engineers
- 35 Registered Architects
- 30 LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS and CADD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators



#### Date of Formation

#### Legal Firm Name:

H2M Architects, Engineers, Surveying and Landscape Architecture, DPC

DBA: H2M architects + engineers

Became a Professional Corporation (P.C.) 12/10/70

Became a Design Professional Corporation (D.P.C.) 11/15/13

State of Incorporation: New York

Number of Employees: 302

Annual Revenue of Flam: NY Foil 87.2(d)- trade secret

Number of Years in Business: Established in 1933

Distinguishing Qualifications: Some of the strengths of our firm are:

- Familiarity and experience working with Nassau County.
- The firm's excellent reputation for quality of work, responsiveness and professionalism.
- The firm's experienced staff and experienced project management that we are proposing to commit to this assignment.
- Experience with equipment site prep projects for our industrial clients.
- Use of Building Information Modeling (BIM) software provides three dimensional exterior and Interior views of the project at all stages of design and provides clash detection between material and equipment objects of the different trades thereby decreasing change orders during the construction phase.
- The resource capabilities of our firm, which allows us to successfully complete multiple projects simultaneously and keep to project schedules.
- Our proposed approach that will allow us to complete the requested assignment in a well-coordinated and timely manner.
- Our firm takes ownership and we look to assure our work suits our client's needs and objectives and its completion is on schedule, within budget and requires the least amount of client involvement.
- We are a proactive firm that attempts to anticipate future issues and plan ahead in order to assure a successful project's completion while anticipating future needs.



#### Certificate of Authorization

#### THE UNIVERSITY OF THE STATE OF NEW YORK **EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC 536 BROAD HOLLOW RD 4TH FLOOR EAST MELVILLE, NY 11747-6076

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 03/01/2015 TO 12/31/2017.

Dela E. Ille DOUGLAS E LEHTIVECH DEPUTY COMMISSIONES DOUGLAS E LEHTIVECH

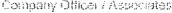
CERTIFICATE NUMBER 0011903 DUPLICATE



#### Dustainable Design

H2M is a member of the USGBC (United States Green Building Council) and we are committed to taking a leadership role as it relates to building and our environment. We will provide an environmentally sensitive approach to this project, one that is balanced, economical and specific to the work to be undertaken.

We will look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health.



Company Officer / Associates
The following list includes the officers and senior associates of H2M.

OFFICERS & SHAREHOLDERS	NY Foil 87.2(b)=	TITLE
Richard W. Humann, P.E.	pers privacy	Chairman & CEO/President
Gary E. Loesch, P.E., DEE		COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.		Senior Vice President, Asst. Secretary
Gregory C. Smith		Treasurer & CFO
Jeffrey L. Czajka, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Steven J. Hyman, P.E.		Senior Vice President
Joseph M. Mottola, R.A		Senior Vice President
Frank M. Russo, P.E.		Senior Vice President
Michael Bonacasa, AIA		Vice President
George Desmarals, P.E.		Vice President
Michael N. Gentils		Vice President
Steven C. Hearl, P.E.		Vice President
Ronald B. Lanner, R.A.		Vice President
Sui Y. Leong, P.E.		Vice President
David L. Mammina, P.E.		Vice President
Charles A. Martello, P.E.		Vice President
James Neri, P.E.		Vice President
Guy Y. Page, R.A.		Vice President
Charles V. Pittman		Vice President
Philip J. Schade, P.E.		Vice President
David J, Pacheco, AIA		Vice President
Dennis A. Ross, AIA		Vice President
Elizabeth C. Uzzo, SPHR		Vice President
Dennis G. Lindsay		Vice President
Charles Beckert, R.L.A.		Assistant Vice President
John Schnurr, L.S.		Assistant Vice President
Saverio J. Belfiore, AIA		Assistant Vice President
Ernest V. lannucci, P.E.		Assistant Vice President
Paul R. Lageraaen, P.E.		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Joseph A. Manzella, P.E		Assistant Vice President
Danny Tanzi, P.E.		Assistant Vice President
Christopher Weiss, P.E.		Assistant Vice President
Renee Marcus		Senior Associate
Joseph J. Todaro		Senior Associate
Sharon Norton-Remmer		Senior Associate
Philip Blanco		Senior Associate
John R. Collins, P.E.		Senior Associate
Michael W. McKeown, P.E.		Senior Associate
Kenneth R. Gehringer, AIA		Senior Associate
Robert E. Ikes, III, R.A.		Senior Associate
Michael W. Keffer, P.E.		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate
Matthew R. Mohlin, P.E		Senior Associate
Richard T. Palladino		Senior Associate
Kevin M. Taylor		Senior Associate
Allison K. Auriemmo		Senior Associate
Veronica E. Byrnes		Senior Associate
Michael W. Lantier		Senior Associate
Eric W. Maisch		Senior Associate
Debbie Mattina		Senior Associate
Jamie E. Pizzardi		Senior Associate
or and a state of the state of		



#### CERTIFICATION

Date

. . .

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.

Frank M. Russo, P.E. being duly sworn, sta	ate that I have read and understand all
the items contained in the foregoing pages of this question attachments; that I supplied full and complete answers to knowledge, information and belief; that I will notify the Concircumstances occurring after the submission of this quest the contract; and that all information supplied by me is truinformation and belief. I understand that the County will requestionnaire as additional inducement to enter into a conentity.	each item therein to the best of my unty in writing of any change in tionnaire and before the execution of a to the best of my knowledge, ally on the information supplied in this
Sworn to before me this I day of Fe broady	201_7
CANUACTIONOCO  Notary Public	PMDREAL SOBOCINSKI Notary Public, State of New York CUFFOLK COUNTY 01S06213479 Commission Expires Nov 9, 5017
Name of submitting business: H2M architectures + engineers	
By: Frank M Russo, P.E.  Print name  Signature  Senior Vice President  Title	

## COUNTY OF NASSAU

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

1,	Name of the Entity:  H2M Architects, Engineers, Land Surveying and Landscape Architecture,  DPC (dba H2M architects + engineers)
	Address: 538 Broad Hollow Road, 4th Floor East
	City, State and Zip Code: MelVille, New York 11747
<u> </u>	Entity's Vendor Identification Number: 11-2235604
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability CoClosely Held Corp Design Professional Corporation Other (specify)
of Joir sheets	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
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held C	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholdres/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.
or wangers of a date and balance of the con-	

Page 2 of 4		
L. above (if is subsidiary cobe updated to	all affiliated and related companies and their relationship to the firm entered on line none, enter "None"). Attach a separate disclosure form for each affiliated or ompany that may take part in the performance of this contract. Such disclosure shall o include affiliated or subsidiary companies not previously disclosed that participate mance of the contract.	
H2M Associates. Hill Road, Suile 1	Inc. NY FOIL 87,2(d) trade secrets. 119 Cherry 10, Parsippany, New Jersey 07054	
H2M Architects & Cherry Hill Road,	Engineers, Inc.NY FOIL87.2(d): trade secrets Suite 110, Parsippany, New Jersey 07054	
bid, post-bid employed or its agencies, limited to th matters inclu- real property the term is d	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, l, etc.). The term "lobbyist" means any and every person or organization retained, designated by any client to influence - or promote a matter before - Nassau County, boards, commissions, department heads, legislators or committees, including but not e Open Space and Parks Advisory Committee and Planning Commission. Such ade, but are not limited to, requests for proposals, development or improvement of a subject to County regulation, procurements, or to otherwise engage in lobbying as efined herein. The term "lobbyist" does not include any officer, director, trustee, counsel or agent of the County of Nassau, or State of New York, when discharging ficial duties.	
(a)	Name, title, business address and telephone number of lobbyist(s):	
None		
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tale a distribution di un marchidimente considerate per der distribution der des distributions der des		

Page 3 of 4	
(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.  None	
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	windle together.
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	SPW48F WT3W
	Making a sa silina
(c) List whether and where the person/organization is registered as a lobbyist (e.g. Nassau County, New York State):  None	* 4
The same of the sa	minnegel st.
	TOTAL STREET, NAME OF
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 Contractor.	acis.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.	
Dated: January 25, 2017 Signed:	0° markininka
Print Name: Gary E. Loesch, P.E., DEE	ana a sa

Title: COO/Executive Vice Pres., Secretary

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# RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. (D.B.A. H2M architects + engineers)

## Questions 4 and 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE	%SHARES
Richard W. Humann, P.E.*	NY FOIL 87.2(b) pers: privacy	Chairman & CEO/President	WY FOIL OF
Gary E. Loesch, P.E., DEE*		COO/Executive Vice Pres., Secretary	87,2(b) per
Dennis M. Kelleher, P.E.		Senior Vice President, Asst. Secretary	privacy
Gregory C. Smith*		Treasurer & CFO	
Jeffrey L. Czalka, P.E.		Senior Vice President	
Anthony P. Fisher, P.E.		Senior Vice President	
Steven J. Hyman, P.E.	3000 P	Senior Vice President	
Joseph M. Mottola, R.A*		Senior Vice President	
Frank M. Russo, P.E.	The interest in a fair in the property of the control of the contr	Senior Vice President	
Michael Bonacasa, AIA		Vice President	
George Desmarals, P.E.		Vice President	
Michael N. Gentils		Vice President	
Steven C. Hearl, P.E.		Vice President	
Ronald B. Lanner, R.A.		Vice President	
Sui Y. Leong, P.E.		Vice President	
David L. Mammina, P.E.		Vice President	
Charles A. Martello, P.E.*		Vice President	
James Neri, P.E.		Vice President	
Guy Y. Page, R.A.		Vice President	
Charles V. Pittman		Vice President	
Philip J. Schade, P.E.		Vice President	
David J. Pacheco, AIA		Vice President	- 100 / 100
Dennis A. Ross, AIA		Vice President	
Elizabeth C. Uzzo, SPHR		Vice President	
Dennis G. Lindsay		Vice President	
Charles Beckert, R.L.A.		Assistant Vice President	
John Schnur, L.S.		Assistant Vice President	
Saverio J. Belfiore, AIA		Assistant Vice President	
Ernest V. Iannucci, P.E.		Assistant Vice President	
Paul R. Lageraaen, P.E.		Assistant Vice President	
Robert J. Lucas, P.E.		Assistant Vice President	
Joseph A. Manzella, P.E		Assistant Vice President	
Danny Tanzi, P.E.		Assistant Vice President	
Christopher Weiss, P.E.		Assistant Vice President	
Renee Marcus		Senior Associate	- 4
Joseph J. Todaro		Senior Associate	
<del></del>		Senior Associate	-
Sharon Norton-Remmer Philip Blanco			-
John R. Collins, P.E.		Senior Associate Senior Associate	-
Michael W. McKeown, P.E.			-
· · · · · · · · · · · · · · · · · · ·		Senior Associate	
Kenneth R. Gehringer, AIA Robert E. Ikes, III, R.A.		Senior Associate	-
		Senior Associate	
Michael W. Keffer, P.E.		Senior Associate	
Gregory J. Levasseur, P.E.		Senior Associate	
Matthew R. Mohlin, P.E		Senior Associate	
Richard T. Palladino		Senior Associate	
Kevin M. Taylor		Senior Associate	
Allison K. Auriemmo		Senior Associate	
Veronica E. Byrnes		Senior Associate	
Michael W. Lantier		Senior Associate	
Erlc W. Maisch		Senior Associate	
Debbie Mattina		Senior Associate	
Jamie E. Pizzardi		Senior Associate	

<sup>\*</sup> Board Members

# COUNTY OF NASSAU

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

١.	Name of the Entity: H2M Architects & Engineers, Inc.		
	Address: 119 Cherry Hill Road, Suite 110		
	City, State and Zip Code: Parsippany, NJ 07054		
2.	Entity's Vendor Identification Number; 20-0809570		
3.	Type of Business: Public Corp Partnership Joint Venture		
	Ltd. Liability Co Closely Held Corp Corporation Other (specify)		
iiol In	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):		
Refer	to attached sheet		
minding to the agency large			
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	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholdres/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.		
Refer	to attached sheet		

Page 2 of 4		
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Labove (if r subsidiary co be updated to	all affiliated and related companies and their relationship to the firm entered on line none, enter "None"). Attach a separate disclosure form for each affiliated or ompany that may take part in the performance of this contract. Such disclosure shall a include affiliated or subsidiary companies not previously disclosed that participate mance of the contract.	
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bid, post-bid employed or its agencies, limited to the matters inclu- real property the term is de	Ill lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained, designated by any client to influence - or promote a matter before - Nassau County, boards, commissions, department heads, legislators or committees, including but not copen Space and Parks Advisory Committee and Planning Commission. Such ide, but are not limited to, requests for proposals, development or improvement of subject to County regulation, procurements, or to otherwise engage in lobbying as efined herein. The term "lobbyist" does not include any officer, director, trustee, punsel or agent of the County of Nassau, or State of New York, when discharging ficial duties.	
(u)	Name, title, business address and telephone number of lobbyist(s):	
None		
III. II NING AMAN		
<u>.</u>		
II. 117 B. LABOR MANAGEMENT AND AND AND AND		

Page 3 of 4	
description of lobbying activit	g activity of each lobbyist. See page 4 of 4 for a complete les.
None	
(e) List whether and Nassau County, New York State	where the person/organization is registered as a lobbyist (e.g., e):
None	
J-73-11-14-1	
	section must be signed by a principal of the consultant, I as a signatory of the firm for the purpose of executing Contracts.
	swears that he/she has read and understood the foregoing or knowledge, true and accurate.
Dated: January 25, 2017	Signed:
	Print Name; Gary E. Loesch, P.E., DEE
	Title: COO/Executive Vice Pres., Secretary

# COUNTY OF NASSAU RESPONSES TO PUBLIC DISCLOSURE

# H2M ARCHITECTS & ENGINEERS, Inc.

## Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	NY FOIL 87.2(b) pers. privacy:	Chairman
Gary E. Loesch, P.E., DEE		Secretary
Michael Bonacasa, AIA		Board Member
Dennis G. Lindsay, P.E		Board Member
Joseph M. Mottola, R.A		Board Member

## Question 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	NY FOIL 87.2(b) pers, privacy	Chairman & CEO/President*
Gary E. Loesch, P.E., DEE		COO/Executive Vice Pres., Secretary*
Joseph M. Mottola, R.A		Senior Vice President*
Michael Bonacasa, AIA		Vice President*
Dennis G. Lindsay, P.E		Vice President*
Sui Y. Leong, P.E.		Vice President*
Charles A. Martello		Vice President
Gregory C. Smith, CPA		GFO CFO

<sup>\* -</sup> shareholder

## COUNTY OF NASSAU

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

1.	H2M Associates, Inc. Name of the Entity: NY FOIL 87.2(d) trade secret
	Address: 119 Cherry Hill Road, Suite 110
	City, State and Zip Code: Parsippany, NJ 07054
<b>9</b>	Entity's Vendor Identification Number: 22-2275101
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co Closely Held Corp Other (specify)
ot Jo. sheet	List names and addresses of all principals; that is, all individuals serving on the Board of ctors or comparable body, all partners and limited partners, all corporate officers, all parties int Ventures, and all members and officers of limited liability companies (attach additional s if necessary):
SECTION AND SECURITY N	
held	List names and addresses of all shareholders, members, or partners of the firm. If the cholder is not an individual, list the individual shareholdres/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.
Refe	er to attached sheet

Page 2 of 4	
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1. above (if a subsidiary cobe updated to	all affiliated and related companies and their relationship to the firm entered on line none, enter "None"). Attach a separate disclosure form for each affiliated or empany that may take part in the performance of this contract. Such disclosure shall o include affiliated or subsidiary companies not previously disclosed that participate mance of the contract.
None	
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bid, post-bid employed or its agencies, limited to the matters inclured property the term is demployee, comployee, complexity and comployee, complexity and comployee, complexity and complexity	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, f, etc.). The term "lobbyist" means any and every person or organization retained, designated by any client to influence - or promote a matter before - Nassau County, boards, commissions, department heads, legislators or committees, including but not e Open Space and Parks Advisory Committee and Planning Commission. Such ade, but are not limited to, requests for proposals, development or improvement of y subject to County regulation, procurements, or to otherwise engage in lobbying as lefined herein. The term "lobbyist" does not include any officer, director, trustee, ounsel or agent of the County of Nassau, or State of New York, when discharging ficial duties.
(a)	Name, title, business address and telephone number of lobbyist(s):
None	
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Page 3 of 4	
(b) Describe lobbying description of lobbying activitie	activity of each lobbyist. See page 4 of 4 for a complete s.
None	
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(c) List whether and w Nassau County, New York State) Not applicable	where the person/organization is registered as a lobbyist (e.g.,
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contractor or Vendor authorized a	ection must be signed by a principal of the consultant, is a signatory of the firm for the purpose of executing Contracts wears that he/she has read and understood the foregoing
·	
Dated: January 25, 2017	Signed: Print Name: Gary E. Loesch, P.E., DEE
	Title: COO/Executive Vice Pres., Secretary

## RESPONSES TO PUBLIC DISCLOSURE

## H2M ASSOCIATES, INC.

### Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	NY FOIL 87.2(b) pers. privacy	Chairman
Gary E. Loesch, P.E., DEE	A Communication of the Communi	Secretary
Sui Y. Leong, P.E.		Vice President

#### Questions 5

OFFICERS	HOME ADDRESS	TILE
Richard W. Humann, P.E.*	NY FOIL 87.2(b) pers. privacy	Chairman & CEO/President
Gary E. Loesch, P.E., DEE*		COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.		Senior Vice President, Asst. Secretary
Gregory C. Smith*		Treasurer & CFO
Jeffrey L. Czajka, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Steven J. Hyman, P.E.		Senior Vice President
Joseph M. Mottola, R.A*		Senior Vice President
Frank M. Russo, P.E.		Senior Vice President
Michael Bonacasa, AIA		Vice President
George Desmarais, P.E.		Vice President
Michael N. Gentils		Vice President
Steven C. Hearl, P.E.		Vice President
Ronald B. Lanner, R.A.		Vice President
Suí Y. Leong, P.E.		Vice President
Dennis G. Lindsay, P.E.		Vice President
David L. Mammina, P.E.		Vice President
Charles A. Martello, P.E.*		Vice President
James Nerí, P.E.		Vice President
David J. Pacheco, AIA		Vice President
Guy Y. Page, R.A.		Vice President
Charles V. Pittman		Vice President
Dennis A. Ross, AIA		Vice President
Philip J. Schade, P.E.		Vice President
Elizabeth C. Uzzo, SPHR		Vice President
Charles Beckert, R.L.A.		Assistant Vice President
John Schnurr, L.S.		Assistant Vice President
Saverio J. Belfiore, AIA		Assistant Vice President
Ernest V. Iannucci, P.E.		Assistant Vice President
Paul R. Lagerasen, P.E.		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Joseph A. Manzella, P.E		Assistant Vice President
Danny Tanzi, P.E.		Assistant Vice President
Christopher Weiss, P.E.		Assistant Vice President
Allison K, Auriemmo		Senior Associate
Philip Bianco		Senior Associate Senior Associate
Veronica E. Byrnes		
John R. Collins, P.E.		Senior Associate
Renee Marcus		Senior Associate
Michael W. McKeown, P.E.		Senior Associate
Kenneth R. Gehringer, AIA		Senior Associate
		Senior Associate
Robert E. Ikes, III, R.A.		Senior Associate
Michael W. Keffer, P.E.		Senior Associate
Michael W. Lantier		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate

Eric W. Maisch	NY FOIL 87.2(b) pers, privacy	Senior Associate
Debra L. Mattina		Senior Associate
Matthew R. Mohlin, P.E		Senfor Associate
Richard T. Palladino		Senior Associate
Jamie Pizzardi		Senior Associate
Sharon Norton Remmer		Senior Associate
Kevin M. Taylor		Senior Associate
Joseph J. Todaro		Senior Associate

<sup>\*</sup>Shareholder

#### CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M architects + engineers, a consultant engineering firm having its principal office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm" or the "Contractor").

#### WITNESSETH:

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

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

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

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

- 1. <u>Term.</u> This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate thirty six (36) months from the commencement date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.
  - 2. Services, Extra Services and Reimbursable Expenses.
- (a) The services to be provided by the Firm under this Agreement consist of the following; design and construction related services for the Glen Cove Waste Water Treatment Plant Preliminary Treatment System and Building Improvements. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".
- (b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.
- (c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:
  - (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as <u>not</u> necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
  - (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
  - (6) Other comparable expenses as approved by the County.

#### 3. Payment.

- (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Five Hundred Ninety Two Thousand Eight Hundred (\$592,800) dollars.
- (b) <u>Vouchers: Voucher Review. Approval and Audit.</u> Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "<u>Voucher</u>") 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) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments.</u> 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) <u>Payments in Connection with Termination or Notice of Termination.</u> 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.
- (f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

#### 4. Ownership and Control of Work Product

#### (a) Copyrights.

- (i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.
- (ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and

purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

- (iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.
- (iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.
- (b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (c) <u>Pre-existing Rights.</u> In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.
- (d) <u>Infringements of Patents, Trademarks, and Copyrights.</u> The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.
- (e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.
- 5. <u>Independent Contractor.</u> 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).
- 6. 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.

#### 7. 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, and disclosure of information, 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 hereby made a part hereof. 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) <u>Nassau County Living Wage Law.</u> 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, such breach being 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."
- (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) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.
  - 8. 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.

#### 9. Indemnification; Defense; Cooperation.

- (a) The Contractor shall be 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, attorneys' fees and disbursements) and damages ("Losses"), caused by any negligent acts or negligent omissions, willful misconduct or breach of performance under this Agreement by the Contractor or a Contractor Agent, 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.
  - 10. Insurance.
- (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (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) <u>Delivery: Coverage Change: No Inconsistent Action.</u> 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.
- 11. <u>Assignment: Amendment; Waiver: Subcontracting.</u> 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.

#### 12. Termination.

(a) <u>Generally.</u> 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 <u>"Cause"</u> 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) <u>Contractor Assistance upon Termination.</u> In connection with the termination or impending 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.
- 13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 14. <u>Limitations on Actions and Special Proceedings against the County.</u> 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) <u>Time Limitation.</u> Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 16. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 17. <u>Notices.</u> 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.

#### 18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 19. <u>Section and Other Headings.</u> The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 20. <u>Entire Agreement.</u> This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 21. <u>Administrative Service Charge.</u> The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

#### 22. Joint Venture.

- (a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.
- (b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.
  - 23. Executory Clause. Notwithstanding any other provision of this Agreement:

- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds.</u> The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

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

H2M architects + engineers
Ву:
Name: CHRISTOPHELA. WEIST  Title: ASSISTANT VICE PRESIDENT  Date: 6/15/16
Date:
NASSAU COUNTY
Ву:
Name:
rent. 4
l'itle:

Date:

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)	
SUFFCUC COUNTY OF NASSAU)	
On the <u>UQ</u> day of <u>JUNE</u>	in the year 20 Le before me personally came
Christopher Weiss to me personally known, w	ho, being by me duly sworn, did depose and say that he
or she resides in the County of Sycrioty	; that he or she is the ASSISTANT DICE PROJECT
HOM <u>archters rengineers</u> , the corporation des	
and that he or she signed his or her name thereto by a NOTARY PUBLIC  STATE OF NEW YORK)	ANDREA L SOBOCINSKI Notary Public, State of New York SUFFOLK COUNTY 01SO6213479 Commission Expires Nov 9, 2017
r	
)ss.: COUNTY OF NASSAU )	
On the day of	in the year 20 before me personally came
to me personally known, w	ho, being by me duly sworn, did depose and say that he
or she resides in the County of; that h	e or she is a Deputy County Executive of the County of
	which executed the above instrument; and that he or she
signed his or her name thereto pursuant to Section 205 of	

. . . . .

NOTARY PUBLIC

## EXHIBIT A DETAILED SCOPE OF SERVICES

#### A. Task 1 – Division A Services -Technical Design Report (TDR)

Division A - The Firm shall prepare one (1) Technical Design Report (TDR) for the project that will include, at a minimum, chapters dedicated to each location containing the following:

- 1. Condition Assessment
  - a. Evaluate the condition of Glen Cove Wastewater Treatment Plant preliminary treatment processes (influent screening, raw wastewater pumping and grit removal), equipment and building ventilation system(s), to identify necessary repairs and improvements to bring this plant's preliminary treatment components into a state of good repair and compliance within applicable codes and standards.
  - b. At the minimum, it is anticipated that the scope of the project will involve the following:
    - i. Replacement of four (4) influent pumps, replacement of influent screens (mechanical bar screens, and repair of associated concrete channels), grit removal improvements (replacement of grit tank mechanicals including screw conveyor), electrical improvements (including replacement of MCCs electrical distribution panels, instrumentation and control panels and lighting), upgrade of the building ventilation system, to bring this plant into a state of good repair and compliance with applicable codes and standards.
    - ii. The evaluation will also include plumbing (domestic, sanitary, protected water, etc.), process piping, ancillary systems housed within the preliminary treatment facility and the building itself, with respect to the need for repair and/or improvement.
    - iii. In general, the design is to be evaluated against NFPA 820, and WEF Best Practices for Design of Municipal Wastewater Treatment Plant Standard Design Guidelines. An excerpt of a 2012 Condition Assessment Report is provided (Attachment B).
    - iv. The Firm shall provide an independent evaluation and shall incorporate the same in the Technical Design Report (TDR).
    - v. The Firm shall evaluate and present new technologies, as applicable, which will improve the operating efficiency of the various preliminary treatment processes.
  - c. The evaluation shall, at a minimum, encompass the following:
    - i. Review of available documents such as sewer maps, original drawings, GIS data, reports, etc.
    - ii. Interviews with staff responsible for plant operation and maintenance
    - iii. Site survey (visual inspection, measurements, photographs and data collection in general).
    - iv. Survey for any hazardous materials which may be encountered during performance of project scope.
- 2. Prepare a Technical Design Report for the Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Project. The Technical Design Report (TDR) is to include the following:
  - a. Description of existing conditions and associated problems.
  - b. Discussion of possible solutions to problems, including a discussion of alternatives.
  - Recommendation of solution.

- d. Schematic design, listing design criteria and basis for design, including calculating potential flow within the collection area and any additional flow from anticipated development within the area.
- e. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design, along with the estimated cost and timing of such studies
- f. Proposed approach to maintaining plant operations during construction
- g. Preliminary Design and Construction schedule.
- h. Preliminary construction cost estimate.

While other documents may be cited for reference, the Technical Design Report's must be able to stand on their as the basis for design. The firm shall submit the report (six [6] copies) in draft form for review by the County. The firm shall meet with NCDPW, the City of Glen Cove, and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (\*.PDF format) copy of the TDR.

#### B. Division B - Detailed Design Services

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements suitable for public bidding as a single project.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The Firm shall furnish bid plans and master specification book in \*.PDF format; as well as eight (8) hard copies of each full-size drawings and specification book, to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

- 1. Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) plans and specifications for County review (maximum six [6] sets for each) and approval.
- Attend review meetings on the average of twice per month in order to review job progress
  and to resolve design and other questions. A representative of the Firm will prepare draft
  and final minutes of each meeting and after County approval distribute final minutes to all
  attendees.
- 3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.
- 4. Prepare and submit the necessary Environmental Impact Forms.
- Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
  - a. New York State Department of Environmental Conservation Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
  - b. Nassau County agencies Fire Marshall and/or Health Department
  - c. Other Local agencies (Towns, Villages...)
- 6. Submit written responses to all County review comments.
- 7. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.
- 8. Make periodic site visits as necessary for a complete understanding of the system operation.
- 9. Submittal of bid plans and a master specification book. The Firm shall have the required number of County review sets of bid documents printed without the assistance of the County.
- 10. Review all comments and/or questions posed by prospective bidders.
- 11. Prepare all necessary addenda to the contract documents.
- 12. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.

13. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

The Firm shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.

#### C. Division C - General Inspection Services

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

- 1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and .PDF format and a master specification book.
- 2. Provide representation at the site(s) pre-construction conference.
- 3. Review and approve detailed construction, shop and erection drawings.
- 4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
- 5. Review all laboratory, shop, mill, material and equipment test reports.
- 6. Prepare supplemental sketches, if required, to reflect actual field conditions.
- 7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
- 8. Assist the County in interpreting the construction contract documents.
- 9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
- 10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
- 11. Witness and provide a written report on shop tests for all major equipment.
- 12. Provide consultation on special construction problems by specialists in specific fields of work.

- 13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
- 14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
  - a. That all equipment is shown as installed and that furnished dimensions are correct.
  - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
  - c. That all changes, additions and deletions are shown.
  - d. That the record drawings are legible and clearly drawn.
  - e. That all supplemental and detailed drawings are included.
- 15. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

#### D. Division D - Facility Operation and Maintenance Manual

Under this division of work, the Firm shall update the pertinent sections of the existing sections of the Glen Cove WTP Operation and Maintenance Manual ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the treatment facilities, process control strategies, start-up and shutdown procedures, laboratory test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Six (6) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOP's) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the enhanced/improved odor control facility at each site. The SOP's shall be site and equipment

specific and be stand-alone documents with a maximum length of two (2) pages. The SOP's are to be mounted, laminated and then posted near the appropriate equipment or control panel.

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOP's will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

#### E. Division E - Facility Start-Up, Staffing and Training Services

Under this division of work the Firm shall provide the following services:

- 1. Start-Up Services.
  - a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Preliminary Treatment Improvements Project.
  - b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
  - c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
    - i. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Influent Screens Facility Improvements. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
    - ii. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Preliminary Treatment Improvements Project.
    - iii. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Influent Screens Facility Improvements. The Firm shall provide recommendations for

upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

- iv. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
- v. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

#### 2. Training Services.

- a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the Preliminary Treatment Improvements Project. This training shall be geared toward the following areas:
  - i. Process theory/process control.
  - ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
  - iii. Preventative/corrective maintenance.
  - iv. Safety.
  - v. Laboratory training.
  - vi. "Hands-on" training.
- b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.
- c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.
- 3. One (1) Year Project Operating Report.
  - a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation of the Preliminary Treatment Improvements Project for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

## EXHIBIT B PAYMENT SCHEDULE Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division A) - The Firm shall be paid a total lump sum amount of \$66,000 to cover all costs associated with Division A work, as outlined in Section A of Exhibit A.

#### Detailed Design (Division B) & Construction Related Services (Division C, D & E)

Detailed Design (Division B) & Construction Related services (Division C, D & E) – The Contractor shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The design percentage fee for each construction contract prepared will be determined by a straight line interpolation between the limits of the construction cost delineated as follows:

Net Construction Cost	Design Fee Percentage
\$9,000,000.00 and above	5.5 %
\$ 7,500,000.00	6.0%
\$ 6,000,000.00	6.5%
\$ 4,500,000.00	7.5 %
\$ 3,000,000.00 and below	8.0 %

An initial estimated construction cost of \$6,000,000.00 will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Sections B, C, D & E), the Firm's fee shall be payable as follows:

Phase of Work	% of Fee
B. Detailed Design	45%
C. General Inspection Services	35%
D. Facility Operation and Maintenance Manual	10%
E. Facility Start-Up, Staffing and Training Services	10%

**Partial Payments:** The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Firm's work completed for each Division, as approved by the Commissioner.

**Overtime:** Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for

overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

**Construction Costs:** It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

- a. Fees paid to the Firm, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. The cost of any and all change orders required by reason of the failure of the Firm to include such change order items in the contract documents, or by reason of errors made by the Firm in the preparation of the contract documents.
- d. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- e. Work for which the Firm has already been paid such as "Extra Work."

In the event the Firm's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Firm shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Firm shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Firm.

**Extra Services or Additional Costs:** If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

a. For any additional services to be paid on actual salaries the Firm shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable

- rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175) per hour.
- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.

#### 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.
- (I) 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 subbidders 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 intergovernmental 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 Operating Officer of the Contractor is:	
	Gary E. Loesch, P.E., DEE, Chief Operating Officer	(Name)
	538 Broad Hollow Road, 4th Floor East, Melville, NY 11747	, (Address)
	(631) 756-8000	_ (Telephone Number)
2.	The Contractor agrees to either (1) comply with the requirem (2) as applicable, obtain a waiver of the requirements of the event that the contractor does not comply with the requirement requirements of the Law, and such contractor establishes to of execution of this agreement, it had a reasonable certainty Law and Rules pertaining to waivers, the County will agree or seeking damages against the Contractor	Law pursuant to section 9 of the Law. In the ents of the Law or obtain a waiver of the the satisfaction of the Department that at the time that it would receive such waiver based on the
3.	In the past five years, Contractor has has has not be to have violated federal, state, or local laws regulating paym occupational safety and health. If a violation has been assess	ent of wages or benefits, labor relations, or
	HARMANIAN HARMAN	
		and of the state o
	***************************************	
		-S. (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
4.	In the past five years, an administrative proceeding, investigat has has not been commenced against or relating to the local laws regulating payment of wages or benefits, labor reproceeding, action, or investigation has been commenced, d	e Contractor in connection with federal, state, or lations, or occupational safety and health. If such a
	MAGAMATAN V MATANA V	

5.	Contractor agrees to permit access to work sites and relevant payroll records by authorized County
٠.	obtained agrees to permit access to work sites and relevant payron 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.

February 15, 2016

Dated

Signature of Chief Exceutive Officers,

Gary E. Loesch, P.E., DEE, Chief Operating Officer and Executive Vice President

Name of Chief Executive Officer

Sworn to before me this

15th day of

February

, 2016.

**Notary Public** 

ANDREA L SOBOCINSKI Notary Public, State of New York SUFFOLK COUNTY 01SO6213479

Commission Expires Nov 9, 20

### REQUEST TO INITIATE

RTI Number 15-0402

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deput	y County Executive RFP	for Operation RFBC		prior to <u>ANY</u> RFQ/RI e or Requirements	
Project Title: <u>835114-013C</u> C	ilen Cove WPCP	– Preliminar	y Treatment Impi	rovements	
Department: <u>Public Works</u> I	Project Manager:	Thomas A. I	mmerso	Date: December 2	, 2015
Service Requested: <u>Design of</u>	the Glen Cove P	eliminary Tr	eatment Improve	ments Project	······································
critical components of the Gl	en Cove WWTP	and are appr	oaching the end	of their useful life.	ancillary piping and controls are Replacing the worn and obsolete ructure and reduce operating and
Requested by: Department of	Public Works/W	nter & Waste	water Engineerin	g Unit	
Project Cost for this Phase/Co	ntract: (Plan <b>Desi</b>	gn/Construct Circle appropr	ion/CM/Equipme	ent) \$430,000,00	-
Total Project Cost: \$5,990,37 Includes, design, construction and CM	<u> 15</u>		Start Work: <u>12/1</u> eing requested		ntion: 36 months (Design) ng requested
Capital Funding Approval:	YES NO		Zn/1/C SIGNATURE	W	DATE
Funding Allocation (Capital P See Attached Sheet if multiyear	roject):	<u>35//</u>	<u> </u>		
NIFS Entered : SIGNATURE	DAT	Ē	AIM Entered	SIGNATURE	DATE
Funding Code: 35115 use this on all c	013 neumbrances		Timesheet Co	ode: 35114 01 use this on t	imesheets
State Environmental Quality F  Type II Action or, Environ  Supple		ent Form Re			
Department Head Approval:	YES_{	NO 🔲		SIGNA	TURE
DCE/Ops Approval:	yes 🛚	№ 🗆		SIGNA	TURE
PART II: To be submitted to Ch	ef Deputy County I	Executive after	· Qualifications/Pro	posals/Contracts are i	received from Responding vendors.
<b>Vendor</b> 1		uote		Comment	See Attached Sheet
2				· · · · · · · · · · · · · · · · · · ·	
3					
4				***************************************	
DCE/Ops Approval: Version January 2014	YES NO				

## COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

April 7, 2016

SUBJECT:

Proposed Personal Services Agreement with H2M Architects + Engineers

Recommendation of Firm for Detailed Design Services

Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Proposed Agreement No. S35114-13C

This Department intends to procure detailed design services regarding Preliminary Treatment Improvements at the Glen Cove Wastewater Treatment Plant. Major components of the project include the evaluation and assessment of influent processing equipment and influent building ventilation, in addition to related ancillary items such as lighting, alarms and communication systems.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from three (3) firms (listed below) on February 16, 2016. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee (based upon an estimated construction budget of \$6,000,000.00).

Firm Name	Tech Rank	Tech Rating	Proposed Design Fee Percentage	Total Design Fee (Div. A through E)	Total Design Fee with 30% Contingency
H2M	1 1	93.2	6.50%	\$456,000.00	\$592,800.00
D&B	2	89.6	6.95%	\$452,000.00	\$587,600.00
Cameron Engineering	3	88.6	7.90%	\$509,000.00	\$661,700.00

As evidenced by the table above, the proposal from H2M received the highest technical rating while submitting a fractionally higher proposed design fee than the firm technically ranked second. Accordingly, in our professional judgment, the proposal submitted by H2M, having the highest technical rating and proposing a reasonable cost, represents the best value to the County. Therefore, we recommend proceeding with a Personal Services Agreement with H2M for \$456,000.00 (\$592,800.00 with contingency) to provide detailed design services for this project.

The funding for these professional services is available under Capital Project 35114.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

April 7, 2016

Page 2

Subject:

Proposed Personal Services Agreement with H2M Architects + Engineers

Recommendation of Firm for Detailed Design Services

Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Proposed Agreement No. S35114-13C

In accordance with the procedural guidelines, CSEA will be notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

Chief Deputy Commissioner

#### RPM:KGA:JLD:cs

c:

Shila Shah-Gavnoudias, Commissioner

Kenneth G. Arnold, Assistant to Commissioner

Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit Thomas A. Immerso, Sanitary Engineer II

Loretta V. Dionisio, Hydrogeologist II

APPROVED:

DISAPPROVED:

Richard R. Walker

Date

Richard R. Walker

Date

Chief Deputy County Executive

Chief Deputy County Executive

## COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

Att: Ronald Gurrieri, Executive Vice President

FROM:

Department of Public Works

DATE:

December 11, 2015

SUBJECT:

CSEA Notification of a Proposed DPW Contract

Glen Cove WPCP - Preliminary Treatment Improvements

35114-013C - Project Design Services

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Professional project design services at the Glen Cove Water Pollution Control Plant.

2. The work involves the following: Project will evaluate Preliminary Treatment works including mechanical bar screens, screw conveyor, concrete channel, influent pumps. grit removal, motors, controls, piping, and isolation valves with a view to replacement. Due to age, condition and obsolescence, it is anticipated that the pumps and all ancillary equipment will need to be replaced.

3. An estimate of the cost is:

\$430,000.00

4. An estimate of the duration is:

Thirty-six (36) months (Design services)

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold

Assistant to Commissioner

KGA:WSN:JLD:rp

Christopher Fusco, Director, Office of Labor Relations Brian Libert, Deputy Director, Office of Labor Relations

Keith Cromwell, Office of Labor Relations

William S. Nimmo, Deputy Commissioner

Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit

Patricia Kivo, Unit Head, Human Resources Unit

Loretta Dionisio, Hydrogeologist II

Jonathan Lesman, Management Analyst II

√Thomas A. Immerso, Sanitary Engineer II



#### U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Frank M. Russo, P.E., Senior Vice President	04/18/16	
Name and Title of Authorized Representative	m/d/yy	
- Track Yil	04/18/16	
Signature \ \ \)	Date	
H2M architects + engineers		
Name of Organization		
538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 Address of Organization		
-		
·		
•		

STORM 4061/1 (REV. 2/89) Previous editions are obsolete



### CERTIFICATE OF LIABILITY INSURANCE

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

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

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

certificate holder in lieu of such endors	ement	(s).	"AGUTYAT"				
PRODUCER	-		CONTACT NAME:				
Marsh Sponsored Programs			PHONE (A/C, No, Ext): 800-338-1391 (A/C, No): 888-621-3173				
a division of Marsh USA Inc.			ADDRESS; acecclientrequest@marsh.com				
PO Box 14404							
Des Moines IA 50306					IDING COVERAGE		NAIC#
			INSURERA: Hartfo:	rd Underwr	iters Insurance Co		30104
INSURED   H2M Architects & Engineers			INSURER B: Sentine	el Insuran	ce Company Ltd		11000
HZW Architects & Engineers			INSURER C: Hartfo:	rd Casualt	y Insurance Co	İ	29424
538 Broad Hollow Rd.			INSURER D:			i i	
Melville NY 11747			INSURER E :				
		70 P B 11 P B 1 P 2 P P A	INSURER F:		DEVICE NUMBER	<u></u>	· · · · · · · · · · · · · · · · · · ·
		TE NUMBER:	E DEEN JOOUED TO		REVISION NUMBER:	UE BOLL	IOV DEDICE
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIREN PERTAII POLICIE	MENT, TERM OR CONDITION N, THE INSURANCE AFFORDI ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO V	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SU	JBR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	's	
A GENERAL LIABILITY	Y	84UUGAU9233		01/01/2018	EACH OCCURRENCE	\$1,00	0.000
X COMMERCIAL GENERAL LIABILITY	_	Prof. Liab. Excl.	02, 02, 202,	01, 01, 1010	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00	
						· · · · · · · · · · · · · · · · · · ·	
CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$10,0	•
X Contractual					PERSONAL & ADV INJURY	\$1,00	•
X Cross Liability					GENERAL AGGREGATE	\$2,00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,00	0,000
POLICY X PRO-	] ]			İ		\$	
B AUTOMOBILE LIABILITY		84UEGAU7896	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,00	0.000
X ANY AUTO			İ		BODILY INJURY (Per person)	\$	0,000
ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	<u> </u>	
NON-OWNED	AUTOS AUTOS NON-OWNED				PROPERTY DAMAGE	\$	
HIRED AUTOS AUTOS					(Per accident)	<del></del>	
						\$	
C X UMBRELLA LIAB X OCCUR		84XHGYH2145	01/01/2017	01/01/2018	EACH OCCURRENCE	\$5,00	0,000
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,00	0,000
DED X RETENTION\$10,000						\$	
C WORKERS COMPENSATION		84WBGBW2998	01/01/2017	01/01/2018	X WC STATU- OTH- TORY LIMITS ER		
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT		0,000
OFFICER/MEMBER EXCLUDED?	N/A						
(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below					E.L., DISEASE - EA EMPLOYEE	1	
DESCRIPTION OF OPERATIONS below	<del>                                     </del>				E.L. DISEASE - POLICY LIMIT	[\$1,00	0,000
			,				:
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC RE: Glen Cove Wastewater Treatment Pla County of Nassau is included as addit:	ın, Pre	liminary Treatment Improve	ements Nassau Coun		≸835114-13C.		
CERTIFICATE HOLDER			CANCELLATION				
County of Nassau			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
County of Massau			AUTHORIZED REPRESENTATIVE				
1550 Franklin Avenue Mineola, NY 11501	Printa Vinot						



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2016 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT NAME: PRODUCER Risk Strategies Company 1086 Teaneck Rd, Ste 5B Teaneck, NJ 07666 PHONE (A/C, No. Ext): E-MAIL 201-837-1100 ÄDDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Alterra America Insurance Company 21296 INSURER B H2M Architects & Engineers, Inc. 538 Broad Hollow Road Melville NY 11747-5076 INSURER C: INSURER D : INSURER E : INSURER F: COVERAGES **CERTIFICATE NUMBER: 30424874** 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. ADDLISUBRI POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS INSD WVD POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADVINJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE ŝ PRO-JECT POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY S ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) Ş AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) S UMBRELLA LIAB EACH OCCURRENCE ŝ EXCESS LIAM CLAIMS-MADE AGGREGATE ŝ RETENTIONS DED I S WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY
ANYPROPRIETORAPARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ Professional Liability MAXA7PL0001273 3/15/2016 3/15/2017 Per Claim \$2,000,000 Aggregate \$4,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements #S35114-13C. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE County of Nassau THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 1550 Franklin Avenue Mineola NY 11501 ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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### 49072

TD Bank 1-800-751-9000

1-1367/260

6/15/2016

	PAY *************	***** <b>533</b>	cents ************************************	\$	************533,00
		,	Checks Exc	eeding	\$1,000.00 Require Two Signatures
TO THE ORDER OF	COUNTY OF NASSAU TREASURER MINEOLA, NY 11501 US		© John Control of the State of	٣	HORIZED BIGNATURE THORIZED SIGNATURE

in o document coytame secunty prus easen accidentific secnaturi linesyandyayatenaark on the reverse side (



September 30, 2016

Commissioner Shila Shah-Gavnoudias, P.E. Nassau County Department of Public Works 1194 Prospect Avenue Westbury, New York 11590

Re: Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements

fax 631.694.4122

M/WBE Subcontracting RFP No.: PW-S35114-13C

Dear Commissioner Shah-Gavnoudias:

In line with our proposal for this above referenced project, H2M intends to self-perform the majority of the design and construction services work with our in house design professionals. As stated in our proposal, the necessary subcontract work anticipated to date is limited to: printing and reproduction, site survey/laser scanning of existing conditions, and hazardous materials (lead and asbestos) sampling and testing. This limited need for subcontracted work allows for approximately 10% M/WBE participation for this project. As the project progresses if other conditions arise that require the use of a subcontractor to meet the job design and construction services requirements, H2M will perform our due diligence search and consideration for the use of additional M/WBE subcontractors for this work in an effort to rise closer to the County desired 20% goal.

Thank you for considering H2M for this very important project. Please call me at (631) 756-8000 ext. 1012, should you have any questions or require additional information.

Very truly yours,

H2M architects + pogineers

Christopher A. Weiss, P.E. Assistant Vice President (Project Director)

CAW:caw encl.

## NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

# CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

### Part 1- General Information:

Consultant/Contractor Name: H2M architects + engineers
Address (street/city/state/zip code): 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747
Authorized Representative (name/title) Christopher A. Weiss, P.E., Assistant Vice President
Authorized Signature:
Contract Number: RFP No. PW-S35114-13C

Contract/Project Description: Personal services agreement with H2M architects + engineers to provide architectural/engineering services for the repair and improvements of the preliminary treatment process at the Glen Cove Waste Water Treatment Plant.

Contract/Project Name: Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Project (S35114-13C)

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
	\$456,000 (Div A		
Total Dollar Value of the Prime Contract	through E)		
	\$15,000.00		3%
Total MBE Dollar Amount		MBE Contract Percentage	
	\$30,000.00		7%
Total WBE Dollar Amount		WBE Contract Percentage	
	\$45,000.00		10%
Total Combined M/WBE Dollar Amount		Combined M/WBE Contract Percentage	

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Lohrius or A. Esteban & Company Inc.	Progress and final printing / reproduction	Amount (\$): 15,000.00	Start Date:
Address: 132 W 36 <sup>th</sup> St.	distributed in all Divisions of Work		
City: New York		ŗ	,
State/Zip Code: New York / 10018		Award Date:	Completion Date:
Authorized Representative: A. Esteban			
Telephone No. (212) 807-9670			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			

Part 4- WBE Information (use additional blank sheets as necessary):

	- 1220	o Lumber	WIND O 0.1. 1.1. 1.04. 4
	Description of Work	Projected WBE Contract	W BE Contract Scheduled Start
WBE Firm	(WBE)	Amount(\$) and Award Date	Date and Completion Date
Name: Badey & Watson Surveying &	Survey and laser	Amount (\$): 20,000.00	Start Date:
Engineering, P.C. (pending)	scanning of existing		
	conditions		
Address: 3063 Route 9			
City: Cold Spring			
		Award Date:	Completion Date:
State/Zip Code: New York 10516			
Authorized Representative: Jennifer W.			
Reap, L.S., NYS License No. 50389			
Telephone No. (845) 265-9217			
Name: Sound Environmental Associates	Lead paint and asbestos	Amount (\$): 10,000.00	Start Date:
Address: 18 Tide Court			
City: Wading River			
State/Zip Code: New York 11792		Award Date:	Completion Date:
Authorized Domescontatives Chails Bubbs			
Aumonzed representative: Silvina Dabka			
Telephone No. (631) 414-7198 Ext. 101			



### Department: Social Services

### E-131-17

### **SERVICE Psychological Evaluations**

### **Contract Details**

NIFS ID #: CQSS17000031

NIFS Entry Date: 04/31/17 Term: from 01/01/17 to 12/31/17

New	X Renewal	1)	Mandated Progr	am:		Yes 🖂	No 🔲	
Amend	dment	2)	Comptroller Ap	proval Form A	ttached:	Yes 🖂	No 🗌	
Time I	Extension	3)	CSEA Agmt. §	32 Compliance	Attached:	Yes 🖂	No 🗌	
Addl. 1	Funds 🔲	4)	Vendor Owners	hip & Mgmt. D	Disclosure Attached:	Yes 🗌	No 🛛	
Blanke RES#	et Resolution #	5)	Insurance Requi	ired		Yes 🖂	)No 🗆	
Ā	gency Inform	make a talka	Maria Cabbilla					
		Vendo			County I			
	orensic Psychology ulting, PLLC		Vendor ID# 2	264036555	Department Contact Mi	chael A, Ka	anowitz	
	609 Peninsula Blvd. mere, NY 11598		Contact Person Scroppo Email forenpsych@e		Address 60 Charles	Address 60 Charles Lindberg Blvd  Phone 516 227-7452		
			Phone 516 79 Fax 800 441-9	1-1438	Phone 516 227-745			
R	outing Slip		· · · · · · · · · · · · · · · · · · ·				<del></del>	
DATE Rec'd.	DEPARTMENT	Int	ernal Verification	DATE Appy'd& Fw'd.	SIGNATURE		g. Approval Required	
	Department		try (Dept) pvl (Dept. Head)	1//8/17	Tolas			
	ОМВ	NIFS Ap	proval	W5 2	Roll to	Not	No Drequired if ket resolution	
5/5/17	County Attorney	CA RE o	& Insurance ion	□ 5/5/17	J. Smals	3		
ddin	County Attorney	CA Appr	oval as to form	$\mathbb{Z}_{dd,1}$	5.66	ile e		

Fw'd Original Contract to

Filed with Clerk of the Leg.

NIFS Approval

NIFS Approval

Notarization

83 TO THE STATE OF

Yes⊡ No □

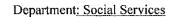
Legislative Affairs

Rules Leg.

County Attorney

County Executive

Comptroller





### Contract Summary

Comade	, C Duii.	HILLEY J	QF	RET	······································	
Description Ps	ychological	l Evaluations				
Purpose: Com	prehensive	psychological evaluation	ons and courtroom testi	imony as ordered by Fam	ily Court. ( New Contract)	
provide, as re jurisdiction. S availability, g	quired and Six vendors eographic s	instructed by Nassau C were selected – in this	County Family Court, c way Family Court will	comprehensive psychologi have sufficient latitude in	al health professionals or ager ical evaluations in cases under a selecting an appropriate ven- ers has been provided to the c	the court's dor based on
Procurement H	listory: We	have been using this ve	ndor since 2009.			
		visions: The contractor v pearance and courtroo		nsive psychological evalua	ations, preparation of written	reports,
Impact on Fund	ding / Price &	Analysis: Federal 50	0% County 25% S	tate 25%		
Change in Cont	tract from P	rior Procurement: No Ch	ange			
Recommendati	on: (approve	e as submitted)				
Advisor	nent I	nformation	Diamicat English	mbrance CUSS1700	0005	
BUDGET	or of the weeks of the second	FUNDINGSO	Control of the Contro		index/object code	AMOUNT
Fund:	GEN	Revenue Contract	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	55 TO TO TO THE REST OF THE REST	EN6200/ww833	\$.01
Control:	62	County	\$	2	2 7 /	\$
Resp:	6200	Federal	\$.01	3	11/25/25/5/12	\$
Object:	ww833	State	\$	4	www.	\$
Transaction:	CQ	Capital	\$	5	The state of the s	\$
	LJ	Other	\$	6		\$
RENEW	AL		FOTAL \$ .01		TOTA	
% Increase			7.01			·
% Decrease	<del>                                     </del>	D	D	Appropriate to the second seco		. •
70 20010000	LJ	Document Prepared	ву;		Date:	
Satisfy British	NIFS Ce	rtification	Comptrol	ler Certification		proval
l certif	fy that this documer	nt was accepted into NIFS.		palance sufficient to cover this contract is propriation to be charged.	Name AM	
Name			Name		Date State	
Date			Date		(For Office Use Or	ilyl
			<u> </u>		E #:	

### RULES RESOLUTION NO. -2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
DEPARTMENT OF SOCIAL SERVICES, AND FORENSIC
PSYCHOLOGY CONSULTING, PLLC.

WHEREAS, the County has negotiated a personal services agreement with Forensic Psychology Consulting, PLLC to provide psychological evaluation 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 agreement with Forensic Psychology Consulting, PLLC.



### CQ9517000031

### Nassau County Interim Finance Authority

### **Contract Approval Request Form**

(As of March 2017)

. Vendor: Forensic Psychology Consulting, PLLC
2. Dollar amount requiring NIFA approval: \$
Amount to be encumbered: \$01 (\$30,000.00)
This is a X New Contract Advisement Amendment
If new contract - \$ amount should be full amount of contract If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA If amendment - \$ amount should be full amount of amendment only
3. Contract Term: 01/01/17 to 12/31/17
Has work or services on this contract commenced? X Yes No
If yes, please explain: Ongoing court ordered services.
4. Funding Source:
X General Fund (GEN) Grant Fund (GRT) Capital Improvement Fund (CAP) Federal % 50 Other State % 25 County % 25
Is the cash available for the full amount of the contract? X Yes No If not, will it require a future borrowing? Yes No
Has the County Legislature approved the borrowing?YesNo
Has NIFA approved the borrowing for this contract?YesNo
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:
The contractor will conduct comprehensive psychological evaluations, preparation of written reports, preparation for court appearance and courtroom testimony as ordered by the court. Paid under Blanket Encumbrance CUSS17000005.
6. Has the item requested herein followed all proper procedures and thereby approved by the:
Nassau County Attorney as to form Yes No N/A Nassau County Committee and/or Legislature Yes No N/A
Date of approval(s) and citation to the resolution where approval for this item was provided:
. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 mon
CQSS16000022 \$.01 Paid under Blanket Encumbrance CUSS16000005.

### 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.

Lancon	- Bull	5/3/17
Signature	Title	Date
Print Name		
	COMPTROLLE	ER'S OFFICE
	assau County Approved Bu	ne information listed is true and accurate and is in adget and not in conflict with the Nassau County
Regarding funding, please	e check the correct response	
I certify that the funds	are available to be encumbered	d pending NIFA approval of this contract.
If this is a capital project:		
I certify that the bondi	ng for this contract has been ap	pproved by NIFA.
Budget is available and	funds have been encumbered	but the project requires NIFA bonding authorization.
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved b	oy NIFA:	Payment is not guaranteed for any work commenced prior to this approval.
Signature	Title	Date
Print Name		

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

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed. 
133230

George Maragos Comptroller



### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

### COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Forensic Psychology Consulting, PLLC
CONTRACTOR ADDRESS: 609 Peninsula Blvd., Woodmere, NY 11598
FEDERAL TAX ID #: 264036555
<u>Instructions:</u> Please check the appropriate box ("\sum") 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
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
[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>B.</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). (SEE CONTRACT SUMMES)
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 119-0, 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.
Anthell.
Department Head Signature
41-18-14
Date Date



### COUNTY OF NASSAU

### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election Law ending on the date of this disclosure, or (b), I years prior to the date of this disclosure and a campaign committees of any of the following committees of any candidates for any of the Executive, the County Clerk, the Comptrolle	of the vendor provided campaign contributions in (a) the period beginning April 1, 2016 and beginning April 1, 2018, the period beginning two ending on the date of this disclosure, to the g Nassau County elected officials or to the campaign collowing Nassau County elected offices: the County r, the District Attorney, or any County Legislator?
If yes, to what campaign committee?	
1 40	
·	
Vendor authorized as a signatory of the firm  The undersigned affirms and so swears that I statements and they are, to his/her knowledge  The undersigned further certifies and affirms	that the contribution(s) to the campaign committees ut duress, threat or any promise of a governmental
•	
Dated: $\frac{1}{12}$ $\frac{17}{17}$ Si	ndor: Forensic Psychology Consulting M2LC gned: for Swff o int Name: Toc Scroppo tle: member
Ti	tle: member



### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and teler "lobbyist" means any and every client to influence - or promote commissions, department heads Space and Parks Advisory Comnot limited to, requests for prop County regulation, procuremen trustee, employee, counsel or a discharging his or her official d	y person or org a matter before s, legislators of amittee and Plate losals, develop ts. The term "gent of the Cor	ganization in the - Nassau re - Nassau recommitte anning Coment or in the thick the th	retained, emp County, its es, including nmission. So approvement of loes not includes	oloyed or design agencies, board but not limited uch matters income freal property ade any officer	nated by any ds, d to the Open clude, but are v subject to the open director,
	7 40 1 -	<u> </u>			
			<u> </u>	. <u>.</u>	
	· ·				
2. List whether and where County, New York State):	the person/org	ganization	is registered	as a lobbyist (e	e.g., Nassau
	<del></del>				
		<del></del> .			
3. Name, address and teleplobyist is retained, employed o		of client(s)	) by whom, o	or on whose be	half, the
	No	76			

ge 2 of 4				
		<u>-</u>	•	
·				
	• "			
nt(s) for each activity	Mone			
•				
The name of perso	ns, organizations o	r governmental	entities before v	vhom the lobbyist
ects to lobby:		J		•
•				
		· ·		
	<del></del>			
		· · · <del>- · · · -</del>		<del></del>

- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
- 7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No	 	 
		· · ·

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

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

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

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

Dated: 4 12 17

Signed:

Print Name:

Title:

Toe SCROPPO Member, Forensic Psychology Gouth

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

### 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.

COM	PLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO
SUBI	MIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
AWA	BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR
1.	Principal Name Forence Psychology Consulting / Joe Scroffo
	Light of him of the control of the c
	Home address 409 BARNARD AVE
٠	City/state/zip Woodness NY 11598
	Business address 60% Pennsula Blvc
	City/state/zip Woodmen, NY 11598
	Telephone 516 791-12138
	Other present address(es) 999 Central the Str 102
	City/state/zip Woodmer N) 11598
	Telephone 516 7-91- 1438
	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//
	Chief Financial Officer / / Partner / /
	Vice President/
	Vice President // (Other) Sole member 1/1/2000
3.	Do you have an equity interest in the business submitting the questionnaire?  YES V NO If Yes, provide details. I am the Sole member of the PLLO
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details. She Reported Toe Schoveo find

6.	Has an Section If Yes,	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
op	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	<b>8.</b>	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	ъ.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES, NO $\checkmark$ If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO if Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankri the pa bankri any si initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during list 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever ed? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and if to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
		is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	<b>d)</b>	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	θ)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10.	listed anti-tr includ princi	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such igation.
11.	respo	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN
CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE
SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT
BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE
FALSE STATEMENT TO CRIMINAL CHARGES.
I, JOE SCROPO, being duly sworn, state that I have read and understand a
the items contained in the foregoing pages of this questionnaire and the following pages of
attachments: that I supplied full and complete answers to each item therein to the best of my

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of QQ	7. 20 <u>17</u>	
Notery Public	ANGELA C MELLAK No. ary Public - State of New York NO. 01ME6284413 Gualitied is Massau County My Commission Expires Jun 17, 2017	
Name of submitting business  JOE SCROPPO	of County Price	, , , , , , , , , , , , , , , , , , ,
Print name for SSP  Signature Sole mentez	- -	
Title  L  III  III  III	,	

### **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

JŲ	ESTIONS);
Dat	e:12/22/14
1)	Proposer's Legal Name: Forensic Psychology Consulting PLLC
2)	Address of Place of Business: 609 Perunsula BlvD, Woodmere, WY 11598
List	all other business addresses used within last five years: qqq Control Aux Ste. to 2. , Woodhau, W
3)	Mailing Address (If different): None TS 4/17/17
Phi	one: (\$16) 791-1438
Do	es the business own or tent its facilities? OWN - 609 femous of Blued  RENT - 999 Central Ave Ste. 102
4)	Dun and Bradstreet number: 168772197
	Federal LD, Number: 4+ 3 86.4034555
6)	The proposer is a (check one); Sole Proprietorship Partnership Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?
	Yes No If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No If Yes, please provide details:

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details
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 <u>v</u> If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  Yes No If Yes, provide details for each such investigation
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No <u>v</u> If Yes, provide details for each such occurrence.
business respect to	et (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No <a href="#">Yes</a> ; If Yes, provide details for instance
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No <a></a> If Yes, provide details for each revolute a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire.
	ailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) con	Find the latest of the latest and th
	(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.
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, or a potential conflict of interest  acise, we will contact the County and be guided  acise, we will contact the County and be guided

Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. Should the proposer be other than an individual, the Proposal MUST include: Date of formation; Name, addresses, and position of all persons having a financial interest in the iii company, including shareholders, members, general or limited partner; Name, address and position of all officers and directors of the company; III) State of incorporation (if applicable); iv) The number of employees in the firm; ٧ì Annual revenue of firm: Summary of relevant accomplishments VI) Copies of all state and local licenses and permits. B. Indicate number of years in business. C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. 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 MASTIN Contact Person Address

please

City/State

Telephone

E-Mail Address

See

Company Eric Happis, PhD
Contact Person
Address 195 Worcesta St. 303
city/state Wellesky, MA 62481
City/State Wellesky, MA 02481 Telephone (781) 883-4049
Fax#
E-Mail Address jegseah@ gol. com
company Teff Younggen, PhD
Company Teff Younggen, PhD  Contact Person
Contact Person
Contact Person
Contact Person
\(\lambda_1\)

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

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

i) Date of formation;

4/6/2009

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Sole Member = Joe Scroppo, Ph.D., J.D.

iii) Name, address and position of all officers and directors of the company;

Joe Scroppo, Ph.D., J.D. 609 Peninsula Blvd Woodmere, NY 11598

iv) State of incorporation (if applicable);

New York

v) The number of employees in the firm;

One

vi) Annual revenue of firm;

\$250,000.00

vii) Summary of relevant accomplishments

Years of good work serving many clients across New York

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

See enclosed.

B. Indicate number of years in business.

7 years

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

No other relevant information

### JOE SCROPPO, Ph.D., J.D.

609 Peninsula Boulevard Woodmere, NY 11598

Business: (516) 791-1438; Fax: (800) 441-9772 Electronic mail: scroppo@optonline.net

### **EDUCATION**

J.D. St. John's University School of Law, New York, 2005. *Magna Cum Laude.* Dean's List: All years. GPA = 3.65. Class Rank = 1 (Evening Division).

Ph.D. Adelphi University-Institute for Advanced Psychological Studies, New York, 1996. Clinical Psychology. Commendation for Excellence.

M.A. Adelphi University-Institute for Advanced Psychological Studies, New York, 1991. Clinical/School Psychology.

B.A. University of Chicago, Illinois, 1985. English Language and Literature.

Dean's List: 1981-1982; 1983-1984. GPA = 3.50. Cum Laude.

Maroon Key Society (combined academic & extracurricular excellence)

### **LICENSES & CERTIFICATIONS**

Attorney: New York State Supreme Court, 2<sup>nd</sup> Judicial Department, 2006.

Court Evaluator/Guardian: New York State Office of Court Administration, 2003.

Psychologist: New York State Office of Professions, 1997.

School Psychologist: New York State Board of Professional Education, 1991.

### ACADEMIC & PROFESSIONAL APPOINTMENTS

<u>Assistant Clinical Professor of Psychiatry</u>: Hofstra University School of Medicine. 2010 to the present.

 Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.

<u>Training Faculty</u>: St. John's University Postdoctoral Certificate Programs in Forensic Psychology. 2014 to the present

• Teach and train forensic psychology and law classes to postdoctoral psychologists pursuing a certificate in forensic psychology.

- <u>Allied Medical Staff</u>: North Shore-Long Island Jewish Health System. September, 2000 to present.
  - Teach and supervise psychology interns and externs, psychiatric residents and fellows, staff psychologists and staff psychiatrists in clinical and forensic practice.
- Editorial Board Member: Open Access Journal Of Forensic Psychology. April 2009 to the present.
  - Review manuscripts pertaining to forensic psychology and assist editor in producing a forensic psychology journal.
- Expert Witness/Consultant: New York City Assigned Counsel Plan. June, 1998 to present.
  - Appointed to the New York State First and Second Judicial Departments (18b) panel of certified expert witnesses in both criminal and family/juvenile proceedings.
- <u>Assistant Clinical Professor of Psychiatry and Behavioral Sciences:</u> Albert Einstein College of Medicine of Yeshiva University. January 2008 to the June 2012.
  - Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.
- <u>Assistant Clinical Professor of Psychiatry</u>: New York University School of Medicine/Bellevue Hospital Center. 2002 to 2010.
  - Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.

<u>Adjunct Field Supervisor</u>: Yeshiva University Ferkauf Graduate School of Psychology. September 2007 to 2012.

• Supervise doctoral psychology students in the theory and practice of psychology.

<u>Peer Reviewer</u>: January, 1998 to the present.

 Scientific peer reviewer for the <u>Journal of Abnormal Psychology</u>, the American Law-Psychology Society Annual Meeting, and the <u>International Journal of Law and Psychiatry</u>

### **CLINICAL & FORENSIC EXPERIENCE**

<u>Consultant/Attorney</u>: American Psychological Association Insurance Trust, Washington, D.C.. July 2012 to the present.

• Provide legal consultation and risk-management training and workshops to mentalhealth professionals insured through the APA Insurance Trust.

<u>Forensic & Clinical Psychologist:</u> Private Practice. New York metropolitan area. January, 1999 to present.

- <u>Forensic Services:</u> Provide consultation and forensic evaluations on a range of psycho-legal issues for various clients, including Manhattan Defenders, the New York City Housing Authority, Federal Defenders, Mental Hygiene Legal Service, Westchester Jewish Community Services, Bronx Defenders, New York Corporation Counsel, New York Society for the Prevention of Cruelty to Children, Lawyers for Children, New York—New Jersey Port Authority Police Department, and other clients. Areas of consultation include competency, guardianship, family, criminal matters, sex offending, and fitness for duty.
- <u>Clinical Services</u>: Provide psychotherapy and psychological assessment services to adults, children, and families.

<u>Director:</u> Forensic Psychiatry Program—North Shore University Hospital, Manhasset, NY. September 2000 to June 2008.

Administer and direct a hospital-based forensic mental-health program that
emphasizes the family and criminal law matters, including child custody/visitation,
child abuse/neglect, sex offender, domestic violence, juvenile delinquency, and
criminal and civil competencies. Supervise the forensic evaluation, report
preparation, and testimony of psychology externs, interns, psychiatric residents and
fellows, and clinical staff in all areas of family and juvenile law. Establish liaisons
with agencies, attorneys, and courts. Develop governmental and agency contracts
and grants.

<u>Senior Forensic Psychologist:</u> Queens Family Court Mental Health Services, Queens, NY. August, 1998 to August, 2001.

 Conduct forensic examinations of adults, adolescents, and children appearing before the Family Court and present written reports and expert testimony on issues of competency, mental state, sex offending, and disposition in delinquency, abuse/neglect, termination of parental rights, and family offense cases. <u>Psychologist:</u> Queens Child Guidance Center, Jamaica, NY. May, 1999 to October, 2000.

 Perform psychological evaluations of children and adolescents to assess learning disabilities, intellectual functioning, presence of psychosis, depression, anxiety, or other psychiatric diagnoses, and make recommendations to therapists, parents, and other involved parties.

<u>Supervising Psychologist</u>: St. Barnabas Hospital/Correctional Health Services, Rikers Island, NY. January, 1997 to August, 2000.

• Responsible for the overall provision of psychotherapeutic services to 350 mentally ill inmates in the Mental Health Center of the Rikers Island Jail, including admissions, treatment planning and services, and disposition. Clinically supervised a staff of seven mental-health clinicians who provide crisis intervention, psychological assessment, individual and group psychotherapy, and case management to these inmates. Directed a case conference and treatment-team program designed to maintain a high level of clinical quality. Provided administrative supervision, in collaboration with the supervising psychiatrist and unit chief, to the Mental Health Center staff, including employee evaluation, chart review, utilization review, quality assurance, and the development and implementation of the Center's clinical and administrative policies.

<u>Staff Psychologist</u>: Brookdale University Hospital Medical Center, Brooklyn, NY. January, 1996 to January, 1997.

- Comprehensive Psychiatric Emergency Program (3.5 days/week): Evaluated and treated adult and child patients in the emergency room and as part of the mobile-crisis team; responsible for all aspects of the evaluation, including psychosocial history, diagnostic assessment, family/collateral interface, and admittance decisions. Provided brief psychotherapy, crisis intervention, and problem-solving therapy to suitable emergency patients. Implemented and supervised psychological testing (e.g., assessment of dementia, intellectual functioning, personality assessment, suicidality, malingering) with particular emphasis on the use of tests in crisis situations. Organized and managed the case-conference component of the CPEP training program (residents and interns). Supervised psychology interns in their emergency room and mobile-crisis rotation. Shared overall responsibility for the emergency room with the attending psychiatrist.
- Adult/Child Outpatient Clinic (1.5 days/week): Provided intake assessment and psychotherapy to a caseload of children, adolescents, and adults.

<u>School Psychologist</u>: Board of Cooperative Educational Services, Nassau County, NY.

- Regular Education: K-12 (September, 1994 to December, 1996): Managed individual and school-wide crises. Performed psychological and educational assessments. Provided short-term individual and family therapy. Provided in-service training for teachers and staff. Evaluated potentially reportable child abuse situations. Implemented preventive and early-identification mental health programs. Participated in inter-disciplinary child-study teams.
- Special Education: K-12 (June, 1991 to August, 1993): Provided individual and group psychotherapy and performed psychological and educational assessments of emotionally disturbed, mentally retarded, autistic, and learning disabled children. Formulated individual educational and psychological treatment plans for these children.
- Clinical Psychology Intern: New York University Medical Center/Bellevue Hospital Center (APA-accredited psychology internship). September, 1993 to August, 1994.
  - Evaluated and treated patients in the Bellevue psychiatric emergency room.
     Provided intensive individual psychotherapy and created and conducted a creative-writing group therapy program with legally incompetent and/or psychiatrically ill inmates on the Bellevue Prison Ward. Provided psychological consultations of medically ill patients in the hospital. Led a yearlong psychotherapy group for low-functioning psychiatric outpatients. Conducted long-term systemic family and marital therapy with live supervision. Treated children, adolescents, and adults in long-term outpatient psychotherapy. Provided psychoeducational counseling and individual and group therapy for outpatient substance abusers at various stages of recovery.

### TEACHING EXPERIENCE

**Guest Lecturer**: Hofstra University School of Law. Fall 2004; Fall 2005; Spring 2007

• Child And Family Advocacy: Litigation, Expert Witnesses, And Alternative Dispute Resolution.

<u>Instructor</u>: Adelphi University Graduate School of Education; Manhattan, NY. Fall, 1992.

• Taught a combined lecture and laboratory course in the history, theory, and practice of individual intelligence testing to master's-level graduate students.

Special Education Teacher: Pritzker-Grinker School; Chicago, IL. August, 1986 to June, 1987.

Primary teacher for a class of emotionally disturbed 10 to 14-year-old children.
 Worked as part of a team of therapists and teachers in the education and therapeutic treatment of emotionally disturbed children.

## **RESEARCH EXPERIENCE**

<u>Doctoral Dissertation</u>: Adelphi University; Garden City, NY. February, 1996. Committee chairman: Dr. Joel Weinberger.

Title: Identifying Dissociative Identity Disorder

A quasi-experimental Rorschach investigation of dissociative identity disorder (DID) comparing 21 female DID patients to 21 adult female mixed-diagnosis psychiatric control subjects, including assessment of level of psychiatric symptomatology, type and severity of reported childhood trauma, degree of dissociative symptomatology, and level of fantasy proneness.

Master's Thesis: Adelphi University; Garden City, NY. Spring, 1991. Supervised by Dr. Joel Weinberger.

Title: The effects of a meditation-based behavioral medicine intervention, with follow-up.

 Analyzed the follow-up data from a two year longitudinal study of chronically ill individuals treated with a meditation intervention as part of an overall behavioral medicine treatment. Co-authored a paper presenting the research study and its findings.

Research Assistant: Adelphi University; September, 1989 to June, 1993.

 Conducted laboratory experiments on implicit and explicit motivation. Carried out tachistoscopic investigations in the area of subliminal psychodynamic activation. Applied interpretative measures to projective data. Assisted in the analysis and writing up of research projects. Assisted graduate students with their master's and doctoral research theses, including research design, data analyses (using SPSS mainframe/PC statistical packages) and interpretation.

Research Assistant: Dr. Scheinfeld, Erik Erikson Institute; Chicago, IL. 1988 to 1989.

 Analyzed qualitative data collected in an anthropological study of staff-patient relations in adolescent psychiatric hospitals.

## PUBLICATIONS AND PRESENTATIONS

Boness, C. & Scroppo, J. (November 2016). <u>Managing Risk with Alcohol-Abusing Clients</u>. *National Psychologist* 

Scroppo, J. (in press). Dealing with third parties: Legal and ethical considerations. In Walfish, S., Zimmerman,, J. & Barnett, B. (Eds.) <u>The Handbook of Private Practice</u>. New York, NY; Oxford University Press.

Scroppo, J. (2015, April). Special <u>Considerations in working with children and families</u>. Legal Challenges in Clinical Practice (Conference). St. John's University, Department of Psychology. Jamaica, New York.

Scroppo, J. (2014, August). <u>Ethical Risk Management in Complex Situations</u>. Paper presentation. American Psychological Association Annual Conference. Washington, D.C.

Younggren, J. and Scroppo, J. (2014). <u>Forensic Psychology is a Specialty Area</u>. *National Psychologist*.

Younggren, J., Harris, E., and Scroppo, J. (2013, May/June). <u>Risk Management: Hot Topics</u> in Psychological Practice. *California Psychologist*, Vol. 22 No. 3.

Scroppo, J. (2013, April). <u>Ramifications of the NY SAFE Act on Clinical and Professional Practice.</u> Paper presented at the St. Johns University Post Graduate Professional Development Programs and the Center for Psychological Services, Jamaica, NY.

Scroppo, J. (2013, February). <u>Violence Risk Assessment</u>. Presentation at the Fordham University Law-Psychology Forum, *New Directions in Forensic Psychology*, New York, NY.

Scroppo, J. (2012, September). <u>Psychological Assessment in Child Custody Evaluations</u>. Paper presented at *The Court Is In Session: Psychologists On The Stand*, Conference at the St. Johns University Post Graduate Professional Development Programs and the Center for Psychological Services, Jamaica, NY.

Scroppo, J. (2008, June). <u>The Evaluation and Management of Juvenile Violence.</u>
Paper presented at the Psychiatry Grand Rounds of Sagamore Children's Psychiatric Center, Dix Hills, NY.

Scroppo, J. (2007, October). The Role of Risk Assessment Measures in the Civil Commitment of Sex Offenders. Paper presented at the Suffolk County Academy of Law Seminar—What Defense Attorneys Need to Know about New York's Sex Offender Laws.

Scroppo, J. (2005, October). <u>Best Practices in Child-Custody Evaluations</u>. Presentation to the New York Society for the Prevention of Cruelty to Children.

Scroppo, J. (2004, November). <u>Psychological versus Legal Paternity—The Doctrine of Equitable Estoppel</u>. Child Psychiatry Grand Rounds of the North Shore University Hospital Division of Child and Adolescent Psychiatry.

Scroppo, J. (2004, October). <u>Implications of Sexually Violent Predator Laws on the Mental-Health Professions.</u> Paper presented at the Psychiatry Grand Rounds of the Nassau University Medical Center.

Scroppo, J. (2004, April). <u>Psychological Aspects of Including the Child in Custody</u>
<u>Mediation</u>. Paper presented at the American Bar Association Section of Dispute Resolution
Sixth Annual Conference as part of a symposium on <u>How to Safely Provide Children a</u>
<u>Voice in Mediation</u>.

Scroppo, J. (2003, November). <u>Sexual Predator Laws & Psychiatry: Strange</u>
<u>Bedfellows?</u> Paper presented at the Psychiatry Grand Rounds of the North Shore
University Hospital Division of Child and Adolescent Psychiatry.

Scroppo, J. (2002, December). <u>The Tarasoff Doctrine: The Current Duty to Warn in New York.</u> Paper presented at the Child Psychiatry Grand Rounds of the North Shore University Hospital Division of Child Psychiatry.

Scroppo, J. (2001, October). Presenter, *Judicial Seminar on Mental Illness*. Invited panelist at a training workshop for Criminal, Family, and Supreme Court Justices from Nassau and Suffolk County to help educate the judiciary on psycho-legal issues. Nassau County, NY.

Report on Education and Training in Behavioral Emergencies (2000). Member of the Task Force on Education and Training, Society of Clinical Psychology (Division 12), American Psychological Association.

Scroppo, J. (1998). <u>The Psychologist in the Psychiatric Emergency Room.</u> Paper presented at the American Psychological Association Annual Meeting; San Francisco, CA.

Scroppo, J., Drob, S., Weinberger, J. & Eagle, P. (1998). <u>Identifying Dissociative Identity Disorder: A Self-Report And Rorschach Study</u>. *Journal of Abnormal Psychology, 107, 272-284.* 

Scroppo, J., Weinberger, J. & Drob, S. (1997). <u>Common Features And Processes In Dissociative Identity Disorder.</u> Paper presented at American Psychological Association Annual Meeting; Chicago, IL.

Scroppo, J. & Drob, S. (1995, December). <u>The Rorschach Assessment Of Dissociative Identity Disorder</u>. Paper presented at the Psychiatry Grand Rounds of the New York University Medical Center/Bellevue Hospital.

Scroppo, J. (1993, March). <u>The Case Of The Face</u>. Paper presented at the Grand Rounds of the Adelphi University Derner Institute of Advanced Psychological Studies.

Scroppo, J. & Weinberger, J. (1992). <u>Expert Scoring for the Affiliative Motive</u>: In Charles Smith (Ed.), Motivation *and Personality: Handbook of Thematic Content Analysis*. London: Cambridge University Press.

Weinberger, J., Scroppo, J., McCleod, C., Kabat-Zinn, J., & Santorelli, S. (1991, July). <u>The Effects Of A Meditation-Based Behavioral Medicine Intervention</u>: Paper presented at the Society for the Exploration of Psychotherapy Integration Conference; London, England.

Scroppo, J. (1983). <u>Earth symbols in Sir Gawain and the Green Knight</u>. *Inquiry*, Spring, 1983.

## OTHER EXPERIENCE

- Board of Advisors, Center for Children, Families and the Law—Hofstra University School of Law (appointed by Hon. Gail Prudenti, Chair)
- Past-President, New York State Psychological Association, Forensic Division, 2015.
- <u>Taskforce Chair</u>, New York State Psychological Association—*Taskforce on Assessing Duty to Protect in New York*. 2013 to 2014.
- <u>Taskforce Member</u>, New York State Psychological Association—*Taskforce on the New York SAFE Act: Implications for Practitioners*. 2012 to 2013.
- Member, Committee on Issues Affecting People with Disabilities: New York State Bar Association, 2009 to 2011.
- Member, Law & Psychiatry Institute: North Shore-LIJ Health System, NY. 2003 to 2006.
- <u>Director, Board of Division 12 (Clinical Psychology):</u> American Psychological Association. 1998 to 2001.
- Founding Member/Representative: American Psychological Association; Division 12—Section on Emergency Psychology. 1998 to 2001.
- <u>President</u>: New York Society for the Study of Multiple Personality & Dissociation. 1995 to 1998.

# MEDIATION TRAINING

Divorce/Custody Mediation: New York State Judicial Institute, 2008.

Completion of 24-hour mediation training for collaborative divorce professionals.

• Completion of 16-hour interdisciplinary collaborative divorce training.

## **PROFESSIONAL MEMBERSHIPS**

Member Association for the Treatment of Sexual Abusers

MemberAmerican Psychological AssociationMemberAmerican Psychology—Law Society

Member New York State Psychological Association

MemberNew York State Bar AssociationMemberNassau County Bar Association

# **SELECTED FORENSIC CASES**

People v. Adele L.: Manslaughter 1st degree and other charges. Issue:

Defense of domestic battering and its effects. Role:

Defense expert. Result: Acquitted at trial of all

charges. New York County, NY.

<u>People v. Bakshi R.</u> Murder 2<sup>nd</sup> degree and other charges. Issue:

Affirmative defense of Extreme Emotional

Disturbance (EED). Role: Defense Expert. Result: EED affirmatively accepted by jury at trial. Bronx

County, NY.

People v Lyudmilla V.: Arson 1<sup>st</sup> Degree and other charges. Issue: Plea of

Not Guilty by Reason of Mental Disease or Defect. Role: Defense Expert. Result: Plea accepted by

District Attorney and Court. Bronx, NY.

New York v. Luis Y. MHL Article 10 Civil Commitment. Issue: Petition to

civilly commit respondent as sexually dangerous offender. Role: Respondent's expert. Result: Petition dismissed at trial. Suffolk County, NY.

New York v. Luis T. MHL Article 10 Civil Commitment. Issue: petition to

civilly commit respondent as sexually dangerous offender. Role: Respondent's expert. Result: Petition dismissed at trial. New York County, NY.

Matter of James M. Retention pursuant to CPL 330.20. Issue: Does

insanity acquittee meet criteria for continued

detention? Role: Independent expert. Result: Mr. M.

retained in detention. Suffolk County, NY.

Matter of Pierre H. MHL Article 10 SIST Violation. Issue: Petition to

civilly confine the respondent based on his violation of his Strict and Intensive Supervision and Treatment disposition. Role: Independent expert.

Result: petition dismissed at trial. New York County,

NY.

Nassau County v. M. & K.

Termination of Parents Rights. Issue: Do the respondents' mental illnesses justify termination of their parent rights? Role: Independent expert. Result: Parent rights terminated. Nassau County, NY.

## **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
I, Joe CROPO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this day of COY 20
Name of submitting business: Focensic Psychology Coll Hing PLLC  By: Joe Scroppo  Print name Pho  Signature  Sole member
Title

# COUNTY OF NASSAU

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

1. Name of the Entity: Forensic Psychology Consulting PLLC  Address: 609 Peninsula Blvd  City, State and Zip Code: Woo Domere NY 11598				
Address: 609 Penisula Blvd				
City, State and Zip Code: Woo Dmere NY 11598				
2. Entity's Vendor Identification Number: 26-4036555				
3. Type of Business:Public CorpPartnershipJoint Venture				
Ltd. Liability CoClosely Held CorpOther (specify)				
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):				
sole member: Joe Scroppo				
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.  Joe Scroffo				
609 Pennsula Bluco				
Woodmere, NY 11598				

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
Ø none

# Page 3 of 4

(b) Describe lobbying active description of lobbying activities	ity of each lob	byist. See be	low for a co	nplete		
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8. VERIFICATION: This section contractor or Vendor authorized a					Contracts.	
The undersigned affirms and so sy statements and they are, to his/her				d the foregoin	g.	
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#### Page 4 of 4

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



# NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

December 9,2016

## VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel Assistant to the President Nassau Local 830 CSEA 400 County Seat Drive Mineola, New York 11501

Re. - Contract: FORENSIC PSYCHOLOGICAL CONSULTING PLLC

Forensic Evaluation Services (Child Protective Services) New 2017

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz

Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations Jerry Laricchuita, President Local 830 CSEA Richard Dopkin, Vice President Local 830 CSEA ENCLOSURE 13792 THIS AGREEMENT, dated as of January 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Forensic Psychology Consulting PLLC, with an address at 609 Peninsula Blvd., Woodmere, New York 11598 (the "Contractor").

#### WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide forensic mental health evaluations as defined by the New York State Family Court Act §251; and the Contractor wishes to provide said services as more particularly set forth herein; 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

The term of this Agreement shall be from January 1, 2017 through December 31, 2017, subject to sooner termination as provided in this Agreement, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms.

## 2. Services

The services to be provided by the Contractor under this Agreement (the "<u>Services</u>") shall be performed on an as needed basis, determined by the Nassau County Family Court (the "<u>Court</u>"), and shall include without limitation the following:

(a) Conduct, as required and instructed by the Court, Comprehensive Psychological Evaluations (sometimes herein referred to as "Forensic Evaluations") of adults and or children involved in matters before the Court ("Referred Individuals") for the purpose of evaluating and providing information about the mental health status of Referred Individuals. Comprehensive Psychological Evaluations shall include assessment, linkage and referral, diagnostic evaluation and testing, and mental health consultation. The Contractor, based on the Comprehensive Psychological Evaluations performed, shall provide recommendations to the Court and/or Department regarding court dispositions and/or department resolutions. Comprehensive Psychological Evaluations referenced to in this Agreement shall be performed in accordance with the following guidelines:

- (i) The Services shall only be performed by, Psychologists. The Contractor and any employee providing Services under this Agreement shall have all necessary licenses, certifications, malpractice insurance policies, knowledge, skills, abilities and experience necessary to perform the Services. The Contractor and any employee providing Services under this Agreement shall be knowledgeable of the needs of the Court as related to Forensic Evaluations as well as the special needs of the Referred Individuals. The Contractor and any employee providing Services under this Agreement shall be listed in the Resource Directory of Mental Health Professionals. The Contractor shall screen all its employee's having direct contact with Referred Individuals through the New York State Sex Offender Registry (the "Registry"). No Contractor employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients. The Contractor shall immediately notify the Department of any changes to any employee who are providing Services under this Agreement.
- (ii) The Contractor shall conduct impartial Comprehensive Psychological Evaluations including but not limited to specific diagnosis, therapeutic recommendations and suggested interventions on Referred Individuals.
- (iii) Forensic Evaluations will be conducted in the offices of the Contractor unless a different site is mutually agreed upon or as otherwise directed by the Court.
- (iv) The Department and/or the Court shall inform the Contractor at the start of the Forensic Evaluation of any deadlines pertaining to the evaluations.
- (v) The Contractor, as part of the performance of the evaluations and if deemed necessary, shall contact individuals other than the immediate family members who may provide relevant information, e.g. present parent surrogates, teachers, physicians, and psychotherapists.
- (vi) The Contractor shall obtain from Referred Individuals proper release forms enabling the Contractor to communicate with any individual who may provide relevant information and to obtain documents and records deemed necessary to perform the evaluations. The Contractor shall not communicate with any individual(s) and/or entity with respect to the Referred Individuals or attempt to obtain or release any documentation or records without the prior written consent of the Referred Individuals.
- (vii) Information gathered in the evaluation process may be disclosed by the Contractor to the Department and/or any other individual or entity the Court deems appropriate.
- (viii) Where necessary, the Contractor may request that additional parties are referred for evaluation in a particular case before offering final conclusions and recommendations for that case.
- (ix) At the conclusion of each Forensic Evaluation, the Contractor shall send a written report directly to the Court, unless the Court directs otherwise, with a copy to the Department.

- (x) The Contractor shall provide services as a Forensic Evaluator. The Department shall provide the Contractor with factual information and materials required by the Contractor to perform these services. The Contractor shall keep the Department advised of developments as necessary to ensure the timely, effective, and efficient completion of the Contractor's work.
- (xi) The Contractor shall notify the Department, via telephone, within forty-eight (48) hours when a scheduled appointment is missed by a Referred Individual. The Contractor shall ascertain the reason for the missed appointment and report same to the Department. In the event that an appointment was missed due to the Referred Individual's inability to arrange transportation, Contractor shall notify the Department and request the Department to provide transportation for the Referred Individuals.
- (xii) The Contractor shall complete the Services within the timeframes set by the Court.
- (b) The Contractor shall conduct two (2) half-day conferences on the topic of forensic evaluations to educate the Department and/or Court personnel with respect to issues related to forensic evaluations.
- (c) The Contractor shall submit, via electronic mail, to the Department's Director of Planning and Research/Quality Management and the Director of Child Protective Services a monthly report in such format approved by the Department which provides the following information:
- (i) Total number of case referrals received during the month. Each case shall be identified by file number, date of referral, date of first interview and date of completion.
  - (ii) Total number of open cases, closed cases and new cases.
  - (iii) Total number of missed appointments categorized by reason.
- (iv) Any other statistical information requested by the Department which is deemed relevant.

#### 3. Department Monitoring

The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of the Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein the Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison

between the Department and the Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement. In the event the Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 12.

#### 4. Payment

- (a) <u>Consideration</u>. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "<u>Maximum Amount</u>") shall not exceed, Two Hundred (\$200.00) Dollars paid on an hourly basis for each comprehensive psychological evaluation performed, measured in increments of tenths of an hour and a price of One Hundred Fifty (\$150.00) Dollars paid on an hourly basis for court testimony. Reasonable out-of-pocket contractually-related expenses including mileage (at the County's rate), parking, and photocopying will be billed separately upon submission of appropriate documentation and receipts and approval by the Department. Time billed will include all activities reasonably related to the evaluation, including but not limited to: evaluation sessions; scoring psychological reports; telephone conversation; preparation of written report(s); travel time; and preparation for court appearances. Payment for a minimum of four hours will be required for any scheduled court testimony. Time billed for missed appointments is not permitted under this agreement unless authorized by the Department.
- (b) Voucher, 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 by the tenth (10th) of the month.
- (d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- (e) No Duplication of Payments. Payments for the work to be performed 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.

The Contractor shall pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

## 5. <u>Independent Contractor</u>

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 governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

#### 6. 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.

#### 7. Compliance with Law

- (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, 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 term of Appendix EE attached hereto and with the terms of the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In

- the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the 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.
- Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357. In addition, the Contractor agrees to hold in confidence and not to directly or indirectly reveal, report. publish, use, copy, disclose or transfer any Participant information (including, but not limited to, names, addresses, social security numbers, and dates of birth, and medical information of any kind), or utilize any of such information (hereinafter, Confidential Information) for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, except as otherwise provided in this Agreement. Contractor shall also comply with the Health Insurance Portability and Accountability Act (HIPAA). This paragraph shall survive termination of this Agreement.

#### 8. Minimum Service Standards

Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

- (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 licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

## 9. <u>Indemnification; Defense; Cooperation</u>

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

#### 10. <u>Insurance</u>

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not

less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) 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.

#### 11. 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 or other disposal 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.

#### 12. 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual

written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

- (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 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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.
- (d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.
- (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.

#### 13. Accounting Procedures; Records

The Contractor, including its sister corporations or subcontractors, if any 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 County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

## 14. <u>Limitations on Actions and Special Proceedings Against the County</u>

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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

#### 15. Work Performance Liability

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

#### 16. <u>Consent to Jurisdiction and Venue; Governing Law</u>

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and <u>forum non conveniens</u>.

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. The provisions of this Section shall survive the termination of this Agreement.

#### 17. Notices

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

## 18. <u>All Legal Provisions Deemed Included;</u> Severability

- (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 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.

#### 19. <u>Section and Other Headings</u>

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

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

#### 21. Executory Clause

Notwithstanding any other provision of this Agreement:

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

#### 21. 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.

[INTENTIONALLY LEFT BLANK]

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

## FORENSIC PSYCHOLOGY CONSULTING PLLC

Ву:	for !	Mymi		
Name:	Toe.	SCROPPO		
Title:_	Sale	member	focensu	Psychol.
Date:	4/11/	17		
NASSAU	COUNTY	r		
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	Deputy (	County Execu	itive	
Date:				•

PLEASE EXECUTE IN BLUE INK

#130949

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the day of in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is a 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
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the 11 day of COr. in the year 201 Defore me personally came  TO JCROPPO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASAV; that he or she is the  Stemphole of formation hyphology (models, Plus 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
ANGELA C MEILAK Notary Public - State of New York NO. 01ME6284413 Qualified in Nassau County My Commission Expires Jun 17, 2017

#### Appendix EE

## Equal Employment Opportunities for Minorities and Women

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

The 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:

	Joe	SCROPPO	(Name)	
	609 1	Pennsula Blue	D, Woodmea, NY (Address)	
	5)6	7-91-1438	(Name)  Nochea, NY (Address)  (Telephone Number)	
2.	Living Wage I pursuant to ser requirements of contractor esta this agreement Law and Rule	Law or (2) as applicabetion 9 of the Law. In of the Law or obtain a ablishes to the satisfact, it had a reasonable cospertaining to waivers	comply with the requirements of the Nassau Cole, obtain a waiver of the requirements of the the event that the contractor does not comply a waiver of the requirements of the Law, and setion of the Department that at the time of executainty that it would receive such waiver bates, the County will agree to terminate the contagainst the Contractor	Law with the such ecution of sed on the
3.	government ag or benefits, lal	gency to have violated	has has has not been found by a court federal, state, or local laws regulating paymentational safety and health. If a violation has been found by a court federal, state, or local laws regulating paymentation has been found by a court federal, state, or local laws regulating payments.	ent of wages

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.
	rtify that I have read the foregoing statement and, to the best of my knowledge and belief, it is et and complete. Any statement or representation made herein shall be accurate and true as of sted below.
	Leve Knoth
Dated Sig	nature of Chief Executive Officer
	nature of Chief Executive Officer  Too Scrope
	me of Chief Executive Officer
Sworn to b	efore me this
day   day	ANGELA C MEILAK Notary Public - State of New York NO 01ME6284413 Qualitied in Nassau County My Commission Expires Jun 17, 2017
110taly Fu	Diffe

# RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as
RESOLVED: That Toe SCROPPO, Sole member Corporate title
of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2017 through December 31, 2017.
Officer Toe Swappy
Sworn to before me this
day of Opy. 2017
ANGELA C MEILAK Notary Public - State of New York NO. 01ME6284413 Qualified in Nassau County My-Commission Expires Jun 17, 2017

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joe Schoppo	4/12/17
Name and Title of Authorized Representative	
La Suffe	4/12/17
Signature / / /	Date
Forensic Psychology Consulting	PLLC
Name of Organization	POORPRINTS TO COLOR THAT AND THE COLOR TO COLOR
609 Pennsula Blue Wood	mers, NY 11598
Address of Organization	
,	

BURNALOJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete



# NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

# **Contractor Evaluation Form**

Contract Number:						
Contract Number:	************************		.4	************		
Contract Name: FORENS	IC PSYCHOLOGY	CONSULT	ING, PLL	<u>C</u>		
Service Provided: FORENSIC						
Evaluation Period: From: January	<i>1, 2016</i> To	: <u>Octobe</u>	r 31, 201	<u>6</u>		
Evaluator's Name, Title, Phone #:	JEANETTE FEI	NGOLD				
Date: 1118/16		***************************************	•••••	***********		
Please evaluate the contractor's perfethrough (e), provide your overall asserbefinitions of the rating scale and ratic comments may be provided on a separate RETURN THE COMPLETED FORM	essment of contracting factors are prov arate sheet.	or performa rided on the	ance and a back of th	inswer the fi iis form. Ad	nal question ditional	
		Poor	Fair	Good	Excellent	
PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	2	3	4/	5	
a. Quality of Service				1		
b. Timeliness of Service						
c. Cost Effectiveness						
d. Responsiveness to DSS Requests				V/		
e. Number of Complaints				1/		
f. Problem Resolution				0/		
Overall Performance Evaluation				1/_		
Do you recommend the contractor for If rated 3 or lower & Yes checked, please		Yes N	9			

# **Definition of Quantitative Scale:**

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.	
Poor	Performance is marginally effective.	
Fair	Performance is somewhat effective.	
Good	Performance is consistently effective.	
Excellent	Performance exceeds expectations.	

# **Definition of Rating Factors:**

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance*. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stays on schedule despite problems?

### Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

# Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

# Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - o DSS staff?
  - Other Nassau County departments?
  - o Customers served?

### Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

### COUNTY OF NASSAU

# Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz

Planning & Research

Department of Social Services

Date: April 19, 2017

**Subject: Forensic Psychology Consulting, PLLC Forensic Evaluations Services** 

New Contract 2017

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated December 9, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att. 10099 133177





# NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

December 9, 2016

# VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel Assistant to the President Nassau Local 830 CSEA 400 County Seat Drive Mineola, New York 11501

Re. - Contract: FORENSIC PSYCHOLOGICAL CONSULTING PLLC

Forensic Evaluation Services (Child Protective Services) New 2017

Dear Mr. Tuifel:

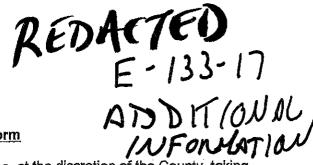
Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations Jerry Laricchuita, President Local 830 CSEA Richard Dopkin, Vice President Local 830 CSEA ENCLOSURE 13792



# **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.

(US	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Dat	te: 4/21/17
1)	Proposer's Legal Name: NY Travel Med-A LLL
2)	Address of Place of Business:
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Ph	one:
Do	es the business own or rent its facilities? OWN
4)	Dun and Bradstreet number: NO
5)	Federal I.D. Number
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No If Yes, please provide details:

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No/ If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
11)	Has the proposer, during the past seven years, been declared bankrupt? Yes No if Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  Yes No If Yes, provide details for each such investigation.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
	a) Any felony charge pending? No Y Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No Yes If Yes, provide details for each such charge
,	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No. Yes If Yes, provide details for each

	such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  No Yes If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _ \( \text{Yes} \) _ If Yes, provide details for each such occurrence.
business to any pro	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No Yes; If Yes, provide details for each such
applicable and sewe detailed r	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No 1/2 Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the steepage and attach it to the questionnaire.
	tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
17) Conflict o a) <b>ple</b> a	
	(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
	(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.
	(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.  Conflict Conflict

		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.
	,	A possible conflict Arises I will inform the Court of the
	ĵ.,	ofsible Conflict And Allow the Count of date
	/-	a conflict of interest would not exist for your firm in the future. IN the event that A possible conflict Arises, I will inform the County of the lossible Conflict and allow the County to determine If an actual Conflict exists
Α.	include	e a resume or detailed description of the Proposer's professional qualifications, demonstrating
	-extens	sive-experience in your profession. Any prior similar experiences, and the results of these ences, must be identified.
	Should	i the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; 2012
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Mi Fire here
	iii)	Name, address and position of all officers and directors of the company
	iv)	Name, address and position of all officers and directors of the company:  State of incorporation (if applicable);  The number of employees in the firm;  Annual revenue of firm; # 390 0000
	V)	The number of employees in the firm; (1)
	vi)	Annual revenue of firm; \$390,000
	vii)	Summary of relevant accomplishments WA
	viii)	Copies of all state and local licenses and permits.
₿.	Indicat	e number of years in business. 6 4r5 -
C.	Provid capact	e any other information which would be appropriate and helpful in determining the Proposer's ty and reliability to perform these services.
	Provide provide work.	e names and addresses for no fewer than three references for whom the Proposer has ed similar services or who are qualified to evaluate the Proposer's capability to perform this
	Compa	t Person_ Beverly Herten
	Contac	t Person_ Beverly Herten
	Addres	is
	City/St	ate — <del>1/2 // 2 // 2</del>
	Teleph	one
	Fax#	
	E-Mail	Address
	<u>Çerica fire an el el el franco de la consta</u>	

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# Michael A. Frisher

# Publisher-/ National SALES MANAGER - / BROKER NETWORKS SUMMARY OF QUALIFICATIONS

- Proven ability to maintain business relationships using regional and national industry contacts
- > Outstanding track record of building effective sales teams and national broker networks
- > Strong history of growing new business, establishing profitable account relationships and launching product lines from brand positioning and launching new brands and extensions
- > Managerial skill in recruiting, training and mentoring high performing sales teams
- > Expertise in developing and managing national broker networks
- > Articulate communicator with strong merchandising and presentation skills

### BUSINESS HISTORY

NEW YORK TRAVEL MEDIA,, Plainview, NY

2010-2015

Principal - Publisher

Publishes and promotes leading tourism guide serving the NY area.

Market advertising to regional hotels, restaurants, and retailers throughout Long Island-Queens 2006-2010 INTEGRATED BEVERAGE GROUP, LTD, Farmingdale, NY

National Sales Manager

Recruited to open up retailers nationwide by hiring a broker network for a manufacturer of innovative sports, nutritional and recreational beverages including Power Ice, Throat Cooler, and Children's Throat Cooler. Developed relationships with global wholesale distributors and major retailers, traveling nationally.

#### Achievements:

- Successfully increased revenues from \$0 to \$11 MM within 4 years
- Recruited and trained an effective national broker network to penetrate market niches
- Obtained key accounts including school districts and food service distributors

THE FISHERY, Pembroke Pines, FL

2004-2006

Principal - General Manager

Directed start-up of a 160-seat seafood restaurant with off-premise catering, utilizing culinary background. Recruited and trained FOH and BOH staff. P&L responsibility for budget, payroll, inventory, purchasing.

### Achievements:

- Generated \$1.3 MM during 1st year
- Developed profitable catering working with local Chambers of Commerce and schools

KRINOS FOODS, INC., Long Island City, NY

2002-2004

National Sales Manager

Penetrated the market of national mainstream distributors for import of Greek specialty foods in NA.

### Achievements:

- Obtained numerous key accounts including Sysco, US, and Alliant Food Service
- Pioneered the Food Service Division of Krinos, LIC, NY
- Expanded clientele by recruiting national food brokers and obtaining new key accounts
- Traveled extensively throughout North America to implement marketing strategies
- During 1st year, achieved national distribution and secured \$5 MM in revenues

# Michael A. Frisher

JULIAN FREIRICH FOOD FRODUCTS, Long Island City, NY Northeast Regional Sales Manager - smoked/processed meats 2001-2002

#### Achievements:

- Successfully developed sales territory from \$8 MM to \$11 MM in annual revenues
- · Managed national retail accounts including Super Value, C&S, Sysco, and Alliant
- · Networked and recruited brokers to strengthen sales productivity

# NATIONAL FOODS, Bronx, NY

1995-2001

Northeast Regional Sales Manager

Sold Hebrew National and National Deli meat products through a broker network in a \$15 MM territory.

Managed 2 Associates serving Aramark, Marriott, CA-1 Services, Volume Services and Boston Concession.

ATLANTIC MARKETING FORCES, INC., Hicksville, NY

1994-1996

Sales Manager/Brand Manager, Protein, NY-NJ

Generated \$8 MM for brands including Patrick Cudahy, Plumrose, Rite Foods, and Blount Seafood.

WALDCO SEAFOOD IMPORTERS, New York, NY

1991-1994

Account Executive, NY Metro Region

Sold imported seafood to restaurant chains and distributors - Red Lobster, Beefsteak Charlie's, and Chi Chi's.

CHERRY LANE MEAT & SBAFOOD CO., Floral Park, NY

1988-1991

General Sales and Purchasing Manager

Multitask roles in a \$7 MM family wholesale meat and seafood business.

### EDUCATION

A.A., Business Management, Queensborough Community College

### SKILLS

Microsoft Word, Excel, Windows XP. PCs and Macintosh.

### REFERENCES

Available upon request

### APPENDIX B Staffing

Please provide a complete written description of the proposed Staffing and prior experience for the Proposal, including the following Information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area of compensation consulting.
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EiN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

A-Mike Frisher John Principal
See Attached Resume
B-N/A
C-Worked together with NYC VISITOR
C-Worked together with NYC VISITOR
of Convention Bureau to Promote tourish
IN the NYC Market place, Also worked with
ETVCB And proformed the Same clutio, A:
Above
D-See Attached Letter heal

(Signature) 5 /e / /	APPROVED AND SUBMITTED BY:	Mul		_
PRINT NAME: / // Chile / // Content DATE:		(Signature)	2/8/16	~

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
I, Michael Frishe, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this 24 day of April 2046 20/7  WICKOLAS USE TO No. 5003096  One still of in Nessell County  Tomassion Finness Out 19, 20/6
Name of submitting business: My Travel Media LCC
By: Michael Faishin  Print pane  Print pane
Signature
Title



#### 

Capital:

SERVICE: Professional Services

NIFS ID #:clpk17000008 NIFS Entry Date: 01-MAY-17 Term: from 01-JUN-17 to 31-MAY-18

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

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

Vendor Info:	
Name: NY Travel Media LLC	Vendor ID#
Address: 1662 Old Country Road	Contact Person: Mike Frisher
Plainview, NY 11803	
	Phone: 516-816-1310

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

# **Routing Slip**

Department	NIFS Entry: X	02-MAY-17 PABUFFOLINO
Department	NIFS Approval: X	02-MAY-17 LBARKER
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	03-MAY-17 RDALLEVA
ОМВ	NIFS Approval: X 용원 제 다 의 사람 내경	03-MAY-17 MRONAN
County Atty.	Insurance Verification: X	02-MAY-17 DMCDERMOTT
County Atty.	Approval to Form: X ALMOOD NYSSYN	02-MAY-17 DMCDERMOTT
Dep. CE	Approval: X	15-MAY-17 CRIBANDO

Leg. Affairs	Approval/Review: X	04-MAY-17 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

# **Contract Summary**

Purpose: Promotion of County facilities to the Public

Method of Procurement: NY Travel Media was selected based on its experience and expertise in promoting tourism Nassau County through a printed Travel Destination Guide. Travel Media LLC has the #1 Travel Guide in the Nation and will feature the calendar of events for Nassau County is Historic Properties, Museums and Recreational events being offered throughout our Parks system in their annual publications.

Procurement History: RFP#PK0127-1603 dated 1/27/16 ¿ original contract CQPK16000067

**Description of General Provisions:** The services to be provided by the Contractor under this Agreement shall consist of featuring County attractions in the Travel guide that is solely distributed to Hotels in Nassau County.

Total Cost of Services: \$24,000.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$24,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

# **Advisement Information**

BUDGET CODES		
Fund:	grt	
Control:	pk	
Resp:	gen1800	
Object:	de500	
Transaction:	109	
Project #:		
Detail:		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 24,000.00
TOTAL	\$ 24,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 24,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 24,000.00

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

1. Vendor: NY Travel Media LLC		
2. Dollar amount requiring NIFA approval: \$2400	00	
Amount to be encumbered: \$24000		
This is a Amendment		
If new contract - \$ amount should be full amount of If advisement - NIFA only needs to review if it is inc If amendment - \$ amount should be full amount of a	reasing funds above the	e amount previously approved by NIFA
3. Contract Term: 6/1/17-5/31/18  Has work or services on this contract commence	ed? N	
If yes, please explain:		
4. Funding Source:		
General Fund (GEN) Capital Improvement Fund (CAP) X Other	Grant Fund (GRT)	Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the control of the control of the control of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the control of the cash available for the full amount of the cash available for the cash available for the cash available for the cash available for the cash available for the cash available for the cash available for the cash available for the cash available for	ract?	Y N
Has the County Legislature approved the borrowing	<b>]</b> ?	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:
Promotion of County facilities to the Public		
6. Has the item requested herein followed all p	roper procedures and	thereby approved by the:
Nassau County Attorney as to form	Υ	
Nassau County Committee and/or Legislature	Not Applicable	
Date of approval(s) and citation to the resolu	ution where approval f	or this item was provided:

Contract ID	Date	Amount

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

#### AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s.

RDALLEVA

03-MAY-17

Authenticated User

Date

### COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

**NIFA** 

Amount being approved by NIFA: \_

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

Authenticated User

**Date** 

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

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

NIFA reserves the right to request additional information as needed.

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 PARKS,
RECREATION AND MUSEUMS AND NY TRAVEL MEDIA LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with NY Travel Media LLC to provide a printed travel destination guide to be distributed to Nassau County hotels and motels, 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 amended agreement with NY Travel Media LLC. George Maragos Comptroller

awarded.



# 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: NY TRAVEL MEDIA, LLC

CONTRACTOR ADDRESS:	
FEDERAL TAX ID #:	-
Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.	ıg
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].   [date]. The sealed bids were publicly opened on sealed bids were received and opened.   [#]	ed
II. X The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on January 27, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notice in Newsday, posting on industry websites, via email to interested parties and by publication on the Comprocurement website. Sixty-eight (68) of potential proposers were sent notice of the RFP, Nine (9) of potential proposers opened the documents and Two (2) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Wednesday, February 10, 2016. One (1) Proposal was submitted and evaluated for RFP. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. NY TRAVEL MEDIA, LCC was	nty e

	This is a renewal, extension or amendment of an existing contract.
The co	ontract was originally executed by Nassau County on [date]. This is a
renew	al or extension pursuant to the contract, or an amendment within the scope of the contract or RFP s of the relevant pages are attached). The original contract was entered into
after	s of the relevant pages are attached). The original contract was entered into
urter	
	describe
of the	rement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not sed a satisfactory evaluation, the department must explain why the contractor should nevertheless betted to continue to contract with the county.
prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the retirement head describes the proposals received, along with the cost of each osal.
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	B. The attached memoral contains at 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.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not 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 119-0, the department is purchasing the services

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.

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

VII. 

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

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

Department Head Signature

Brian Nugent

Chief Deputy Commissioner

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

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	•	
	Exhibit A	
	EARIOIT A	
	•	



# COUNTY OF NASSAU

# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**	
1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?	
NONE	
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.	
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.	
The undersigned further certifies and affirms that the contribution(s) to the campaign committees	
sometive above were made neery and without duress, threat or any promise of a correspond	
penefit or in exchange for any benefit or remuneration.	
Dated: 4/21/17 Vendor: MY Travel Media LLC Signed: Mullimit	_
Print Name: Michael Frisher	
Title: Pred	

### 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** Principal Name Date of birth \_ Home address ! City/state/zip ( Business address City/state/zip # Telephone \_ Other present address(es) City/state/zip \_\_ Telephone List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President 4 / 116/192 Treasurer / / Chairman of Board \_\_\_/\_\_/ Shareholder \_\_\_/\_\_/ Chief Exec. Officer \_\_\_/\_\_/ Secretary \_\_\_/\_\_/ Chief Financial Officer \_\_\_\_/\_\_\_ Partner \_\_\_/\_\_/ Vice President / / / / / / / / / (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. 100 % Are there any outstanding loans, guarantees or any other form of security or lease or any 4. other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO \_\_\_ If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or not-, 5. for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO 1/2: If Yes, provide details.

ZOP	If Yes  OTE: A  peration  rovide a	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO
		past (5) years, have you and/or any affiliated businesses or not-for-profit
•	organ	izations 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
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO if Yes, provide details for each such instance.
	C,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES
	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 _v If Yes, provide details for each such instance.
8.	the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If / Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YESNOIf Yes, provide details for each such charge.
	•	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO If Yes, provide details for each such conviction.
	f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO If Yes; provide details for each such investigation.
11.	in the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO If Yes; provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO If Yes, provide details for each such

### CERTIFICATION

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

I, MChae (Fize being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Notary Public

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Rev. 3-2016

### **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.

(US	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Da	te: 4/21/17
1)	Proposer's Legal Name: NY Travel Media LLL
2)	Address of Place of Business:
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Ph	one:
Do	es the business own or rent its facilities?
4)	Dun and Bradstreet number:
5)	Federal I.D. Number:
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) L L
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No _i If Yes, please provide details:

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No _v 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 _v If Yes, provide details for each such investigation
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business were a No if Yes, provide details for each such investigation.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? No Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No Yes If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each

	such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  No Yes If Yes, provide details for each such conviction.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _v Yes If Yes, provide details for each such occurrence.
busines to any p	ast (5) years, has this business or any of its owners or officers, or any other affiliated as had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? No Yes; If Yes, provide details for each such e
applicat and sev detailed	past (5) tax years, has this business failed to file any required tax returns or failed to pay any ole federal, state or local taxes or other assessed charges, including but not limited to water ver charges? No 1/2 Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the liate page and attach it to the questionnaire
Provide a d appropriate	etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
	of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ease 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
	(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.
	(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.

		b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the Event that
		A Possible conflict Aruses T will inform to B
	1	Possible Conflict and allow the
	٧.	a conflict of interest would not exist for your firm in the future. In the Event that  A possible conflict Arises, I will inform the Country of the  Ossible Conflict and Allow the Country to determine if an achal Conflic  exists
Α.		
	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	e a resume or detailed description of the Proposer's professional qualifications, demonstrating sive experience in your profession. Any prior similar experiences, and the results of these ences, must be identified.
	Should	d the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation;
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
	iii)	Name, address and position of all officers and directors of the companyr
	iv)	Name, address and position of all officers and directors of the company.  State of incorporation (if applicable);  The number of employees in the firm;  Annual revenue of firm;
	V)	The number of employees in the firm;
	vi)	Annual revenue of firm;
	vii)	Summary of relevant accomplishments
	viii)	Copies of all state and local licenses and permits.
В.	Indicat	e number of years in business. 64rs.
C.	Provide capaci	e any other information which would be appropriate and helpful in determining the Proposer's and reliability to perform these services.
D.	Provide provide work.	e names and addresses for no fewer than three references for whom the Proposer has ed similar services or who are qualified to evaluate the Proposer's capability to perform this
	Compa	t Person_ Beverly Hester
	Contac	t Person_ Beverly Hesten
	Addres	s <del></del>
	City/Sta	ate
	Teleph	one
	Fax#_	
		Address
- 034 c	karijingiye ayol	

Company Pole Parition RACEWAY	
Contact Person LAChery Thigpen	
Address Address	
City/State	
Telephone	
Fax #	
E-Mail Address	
Company GOHSMAN ROHBERG LIC	
Company Goffsman Rollberg LLC Contact Person Drandon Goldberg	
Company Goffsman Rollberg LLC  Contact Person Drandon Goldberg  Address	
Contact Person Drandon Goldberg	
Address	
Contact Person Drandon Coldberg  Address  City/State	

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# Michael A. Frisher

# Publisher-/ National SALES MANAGER ~ / BROKER NETWORKS SUMMARY OF QUALIFICATIONS

- > Proven ability to maintain business relationships using regional and national industry contacts
- > Outstanding track record of building effective sales teams and national broker networks
- Strong history of growing new business, establishing profitable account relationships and launching product lines from brand positioning and launching new brands and extensions
- > Managerial skill in recruiting, training and mentoring high performing sales teams
- > Expertise in developing and managing national broker networks
- > Articulate communicator with strong merchandising and presentation skills

### BUSINESS HISTORY

NEW YORK TRAVEL MEDIA,, Plainview, NY

2010-2015

Principal - Publisher

Publishes and promotes leading tourism guide serving the NY area.

 Market advertising to regional hotels, restaurants, and retailers throughout Long Island-Queens INTEGRATED BEVERAGE GROUP, LTD, Farmingdale, NY 2006-2010

National Sales Manager

Recruited to open up retailers nationwide by hiring a broker network for a manufacturer of innovative sports, nutritional and recreational beverages including Power Ice, Throat Cooler, and Children's Throat Cooler. Developed relationships with global wholesale distributors and major retailers, traveling nationally.

### Achievements:

- Successfully increased revenues from \$0 to \$11 MM within 4 years
- Recruited and trained an effective national broker network to penetrate market niches
- Obtained key accounts including school districts and food service distributors

THE FISHERY, Pembroke Pines, FL

2004-2006

Principal - General Manager

Directed start-up of a 160-seat seafood restaurant with off-premise catering, utilizing culinary background. Recruited and trained FOH and BOH staff. P&L responsibility for budget, payroll, inventory, purchasing.

#### Achievements:

Generated \$1.3 MM during 1<sup>st</sup> year

Developed profitable catering working with local Chambers of Commerce and schools

KRINOS FOODS, INC., Long Island City, NY

2002-2004

National Sales Manager

Penetrated the market of national mainstream distributors for import of Greek specialty foods in NA.

### Achievements:

- · Obtained numerous key accounts including Sysco, US, and Alliant Food Service
- Pioneered the Food Service Division of Krinos, LIC, NY
- Expanded clientele by recruiting national food brokers and obtaining new key accounts
- Traveled extensively throughout North America to implement marketing strategies
- During 1st year, achieved national distribution and secured \$5 MM in revenues

# Michael A. Frisher

# JULIAN FREIRICH FOOD PRODUCTS, Long Island City, NY Northeast Regional Sales Manager - smoked/processed meats

2001-2002

### Achievements:

- Successfully developed sales territory from \$8 MM to \$11 MM in annual revenues
- Managed national retail accounts including Super Value, C&S. Sysco, and Alliant
- Networked and recruited brokers to strengthen sales productivity

### NATIONAL FOODS, Bronx, NY

1995-2001

Northeast Regional Sales Manager

Sold Hebrew National and National Deli meat products through a broker network in a \$15 MM territory.

Managed 2 Associates serving Aramark, Marriott, CA-1 Services, Volume Services and Boston Concession.

ATLANTIC MARKETING FORCES, INC., Hicksville, NY

1994-1996

Sales Manager/Brand Manager, Protein, NY-NJ

Generated \$8 MM for brands including Patrick Cudahy, Plumrose, Rite Foods, and Blount Seafood.

WALDCO SEAFOOD IMPORTERS, New York, NY

1991-1994

Account Executive, NY Metro Region

Sold imported seafood to restaurant chains and distributors - Red Lobster, Beefsteak Charlie's, and Chi Chi's.

CHERRY LANE MEAT & SEAFOOD CO., Floral Park, NY

1988-1991

General Sales and Purchasing Manager

Multitask roles in a \$7 MM family wholesale meat and seafood business.

### **EDUCATION**

A.A., Business Management, Queensborough Community College

#### SKILLS

Microsoft Word, Excel, Windows XP. PCs and Macintosh.

### REFERENCES

Available upon request

### APPENDIX B Staffing

Please provide a complete written description of the proposed Staffing and prior experience for the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area of compensation consulting.
- c. Detail-prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

A-Mike Frisher John Principal
See Attached Resume
B-N/A
C-Worked fogether with NYC Visitor
of Convention Bureau to Promote fourish
In the NYC Market place Also worked with
Li IVCB And Proformed the Same clutios A:
Above
D-See Attached Lottenheal

APPROVED AND SUBMITTED BY: Maluf June

PRINT NAME: Michael Frishen (Signature)
DATE: 2/8/16

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
I, Michael Fizishe, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this 24 day of Pril 2016 20/7  **CKOLAS SETTO* No. 500308  Qualified in Nasseau County Temps and Temps od 13, 20/1
Name of submitting business: My TRAVEL Media LLC
Print pape
Signature, ,
Title *
<u></u>

### COUNTY OF NASSAU

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

1. Name of the Entity: NY Travel Media ZZC
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpOther (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Michael Frisher 32 East Park
Michael Frisher 32 East Park  OLD Dethpape N7 1/804
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.
Michael Frish
Michael Frish 32 EAST PANC DN 040 Bethpage NY 1/804

Page 2 of 4				
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<ol> <li>above (if none, enter subsidiary company the</li> </ol>	"None"). Attach t may take part ir ffiliated or subsid	a separate dis the performation that the performation is the separate of the s	closure for ance of this es not prev	to the firm entered on line rm for each affiliated or s contract. Such disclosure she riously disclosed that participate
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organization retained, e before - Nassau County committees, including b Planning Commission. development or improv	mployed or designous, its agencies, boaten the limited to Such matters included to freal project include any office.	nated by any ards, commiss the Open Spa ude, but are n perty subject cer, director,	client to in sions, depa ce and Par ot limited to County trustee, em	neans any and every person or offluence - or promote a matter artment heads, legislators or eks Advisory Committee and to, requests for proposals, regulation, procurements. The aployee, counsel or agent of the or her official duties.
(a) Nam	e, title, business a	address and te	_	umber of lobbyist(s):
	_	//~ 5 /		
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### Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
Nore
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NONE
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: 4/21/17 Signed: Mulling Fresh Print Name: Michael Fresh Title: President
Print Name: Michael Frish
Title President

#### Page 4 of 4

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

### AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES

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

#### WITNESSETH:

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

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0127-1603, issued on January 27, 2016; and

WHEREAS, the RFP provides for a one (1) year term with an option to renew for two (2) additional one (1) year terms; and

WHEREAS, The parties wish to exercise the option to renew the Agreement for a one (1) year; and

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q; and

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

- 1. <u>Term</u>. This Agreement shall commence on June 1, 2017 and shall terminate on May 31, 2018, unless sooner terminated as provided for herein, with an option to renew for an additional one (1) year period, upon the approval of the County Executive, unless sooner terminated as provided for herein.
- 2. <u>Program</u>. The services to be provided by the Contractor under this Agreement shall consist of promoting tourism in Nassau County through a printed Travel Destination Guide. The Contractor will provide the quarterly publication to the Tourism Visitors Center for promotion of Nassau County.

NY Travel Media, LLC has the #1 Travel Guide in the Nation and will feature the calendar of events for Nassau County's Historic Properties, Museums and Recreational events being offered throughout our Parks system in their summer and fall publications.

- 2. Payment. a) Amount of Consideration. The maximum amount to be paid to the Contractor in Amendment No.1, shall be increased by Twenty-four thousand dollars (\$24,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Seventy two thousand dollars (\$72,000.00 (the "Amended Maximum Amount").

  This amount is inclusive of any and all expenses, including, travel and shall be payable in 2 payments as follows:
  - (i) The first payment shall be an advanced payment of \$12,000 (50%) payable upon execution of this Agreement by the County in year one and on the anniversary of the commencement date herein for year ensuing contract year.
  - (ii) The second payment of \$12,000 (50%) shall be payable upon completion of each year's performance.
  - (iii) Reconciliation If the contract is terminated for any reason prior to completion of Program due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when Program was due, whichever is sooner.
  - 3. <u>Full Force and Effect</u>. 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 remainder of the Amended Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

NY TRA	VEL MEDIA LLC_
- M	
By: / /	My XI
Name	: Michael Frish
Title:	Pres,
Date:	4/21/17
NASSAU	J COUNTY
_	
Ву:	
Name:	
Title:_	County Executive
	Deputy County Executive
Date:	

PLEASE EXECUTE IN <u>BLUE</u> INK

	STATE OF NEW YORK)	•
	) ss: COUNTY OF NASSAU )	
	On the day of And in the year 2017 bet came Michael (VIShe) to me personally known, who, be sworn, did depose and say that he or she resides in the County of that he or she signed his or her name hereto and has executed the ab	11435 au ; and
•	Notary Publi No. 0	ann Williams c - State of New York 01WI6238627 in Nassau County Expires Apr. 11, 20
	STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)	
	On the day of in the year 2017 bef came to me personally known, who, be sworn, did depose and say that he or she resides in the County of that he or she signed his or her name hereto and has executed the above	ore me personally ing by me duly; and ove instrument.
	NOTARY PUBLIC	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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).

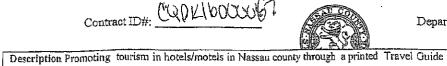
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The certificate holder, Nassau County, is included as an additional insured.  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Robert Bleistein										
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County of Nassau  THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Robert Bleistein	ERTIFICATE HOLDER				CANC	ELLATION				
Robert Bleistein	County of Nassau		•		THE	EXPIRATION	DATE THERE	OF, NOTICE WILL BE DELIV		
Robert Bleistein	1550 Franklin Avenue		AUTHO	RIZED REPRESI	ENTATIVE					
	Mineola, NY 11501				Ro	bert Blei	stein			

### HOTEL/MOTEL TAX GRANT FUND

Ara Mara	Contract Details		S	ERVICE: Pro	fessional Services	
15 (H) (H)	NIFS ID #: <u>(CaPKI 1000</u> 0	$\alpha$	07 NIFS Entry Date	: 6/24/16T	erm: June 15, 2016-May	31,2017
	New 🛛 Renewal 🔲		1) Mandated Program	n:		Yes 🗌 No 🖂
CHAPT.	Amendment		2) Comptroller Appr	oval Form Att	tached:	Yes ⊠ No 🗌
	Time Extension	]	3) CSEA Agmt. § 32	Compliance.	Attached:	Yes No 🛚
	Addl. Funds		4) Vendor Ownershi	p & Mgmt. Di	isclosure Attached:	Yes No 🗌
	Blanket Resolution RES#		5) Insurance Require	ed.		Yes No
	Agency Informatio	n				
	Name: NY Travel Media LLC	Е'n	CEOTE Vendor ID# 46 345 8159		Department Conta	ACPAINTENCELL
	Address 1662 Old Country Road Plainview,NY 11803	•	Contact Person: Michael Frisher		East Meadow, NY	
	REG: Travel Host of LI. EMAIL: mike@intheknowny.com		Phone: 516-816 1	310	Phone (516) 572- Fax 516-572-022	
	Routing Slip Brian Nugent Chief Deput	yC	ommissioner		Date	0/2/1/4
	Frank Camerlengo, Dep. C	300 7	amissioner_ Balles		Date Date	164/16
	ODVITE TO STORE VERIFIED STATES		Tulernal venification.	DATE OF	Z SKOVAHURE	Pares Approvals
*	Department	<i>NII</i> ·	'S Entry (Dept) 'S Appvl (Dept. Head) ntractor Registered	[6]27/K	Johan	
	halle OMB		S Approval intractor Registered)	- 6/28/16	HAM	Yes No No Not required if blanket resolution
	7/5/10 County Attorney		RE & Insurance ification	15/14	G. Comati	>
	County Attorney	CA	Approval as to form	四旗//	Yarkey wol	& Year William
	Legislative Affairs	Fw CA	'd Original Contract to			
	County Attorney	NI	FS Approval	1/27/16	Jack A	
	Comptroller	NI	FS Approval	区产品	The Free	
	County Executive		tarization ed with Clerk of the Leg.	1/1/1	John Hiller	1/15

Contract Summary PR5254 (1/06)

# Contract ID#: CQDK/60CXX67



### Department: Parks, Rec & Museums

Purpose: Promotion of Cou	nty facilities to the Public							
Travel Destination Guide. Tr Historic Properties, Museums	Y Travel Media was selected ravel Media LLC has the #1 To and Recreational events bein	ravel Guide in the g offered through	e Natio	n and will	feature th	ne calendar of even	ts for Nassau	hrough a printed County's
Procurement History: RFP	#PK0127-1603 dated 1/27/10	Ś						
Dros.		م ماه برما کرد.		w wadow th	in A.—		6.6	
in the Travel guide that is sold	visions: The services to be preely distributed to Hotels in Na	ssau County.	MILIACE	or under in	us Agreen		r reaturing Co	unty attractions
Total Cost of Services: \$48,6	00.000		,					
•								
Impact on Funding / Price	Analysis: None-Hotel/Mote	Tax Grant Pro	gram	\$ 48,000.	00			
Professional Services	CUNTARET PROCE	54UG FEE	₹ ,	160 - ·	cupy	attached		
Change in Contract from P								
Recommendation: (approve								
Advisement Inf	formation			<del></del>	·	•	<del></del>	*
	Name and Advantage to the Control of	la long to the same of	a 1	Connector	7712000701			m. Alagabayan
BUDGET GODES	FUNDING SOURCE	Commission of the Commission o			- State Strategic	NDEX/OFFEET		- AMOUNT
T talks	Revenue Contract	XXXXXXX	1	1	prqnt	9700 of note (C	0 X3	\$48,000.00
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Object: Le 500	State	\$	3.0	. 4	1/	<i>/</i>		\$
Transaction: 103	Capital	\$		• • • • •	190	Guata ?	7/5/16	\$
0297 x 5	Other GRANT	\$48,000.00	;;i.	. 6	<u> </u>		//	\$
RENEWAL	· TOTAL	\$48,000.00	. 11.	<u> </u>			TOTAL	\$48,000.00
% Increase		•					•	
% Decrease	Document Prepared By: L.	Rosenthal				<u>.</u>	_ Date: _6	/21/16
						- Pr 2		
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I cerâly that this document was	s accepted into ivino.	y that an unencumbered ba present lo the appr			contract is	Name	HA1	
Name Michiel A. C. Ko	Name	SA	)w	r-		Date 7/18/6	16 1	
Date &	Date	1 100					,	
9 11 17 110	<u>;                                      </u>	レベ	<u> </u>	11/9-		] E #:		
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### RULES RESOLUTION NO. 267 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
DEPARTMENT OF PARKS, RECREATION & MUSEUMS, AND NY
TRAVEL MEDIA LLC

Passed by the Rules Committee
Nessau County Legislature
By Voice Veir on 7-25-76
VOTING:
ayes Y naves 2 abstained 2 recused 0
Legislators present:

WHEREAS, the County has negotiated a personal services agreement with NY Travel Media LLC to promote tourism in Nassau County through a printed travel destination guide, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County

Legislature authorize the County Executive to execute the agreement with

NY Travel Media LLC

George Maragos Comptroller



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

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: NY TRAVEL MEDIA, LLC

CONTRACTOR ADDRESS:
FEDERAL TAX ID #:
Instructions: Please check the appropriate box ("\sqrt{\omega}") 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
[date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
II. X The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on January 27, 2016.  Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Sixty-eight (63) of potential proposers were sent notice of the RFP, Nine (9) of potential proposers opened the documents and Two (2) accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Wednesday, February 10, 2016. One (1) Proposal was submitted and evaluated for RFP. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. NY TRAVEL MEDIA, LCC was awarded.

(appres of	
after	
[descr	
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluat of the contractor's performance for any contract to be renewed or extended. If the contractor has received a satisfactory evaluation, the department must explain why the contractor should nevertheless permitted to continue to contract with the county.	not
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.	3
☐ 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.	2 1
V.   — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did no obtain at least three proposals.	
A. There are only one or two providers of the services sought or less than three provider 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.	e e s y
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of federal or New York State grant, by legislation or by a court order. (Copies of the relevan documents are attached).	
☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the service required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase i within the scope of the terms of that contract.	ct
☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the serv required through an inter-municipal agreement.	rice:

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

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

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

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

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

Department Head Signature

Brian Nugent

Chief Deputy Commissioner

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

## Exhibit A



### COUNTY OF NASSAU

### POLITICAL CAMPAKIN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election L ending on the date of this disclosure, or (b) years prior to the date of this disclosure an campaign committees of any of the follow committees of any candidates for any of the Executive, the County Clerk, the Comptrol If yes, to what campaign committee?	s of the vendor provided campaign contributions aw in (a) the period beginning April 1, 2016 and beginning April 1, 2018, the period beginning two d ending on the date of this disclosure, to the ing Nassan County elected officials or to the campaign e following Nassan County elected offices: the County der, the District Attorney, or any County Legislator?
<u> </u>	DNC
	A-1
<ol><li>VERIFICATION: This section must be Vendor authorized as a signatory of the fin</li></ol>	signed by a principal of the consultant, contractor or in for the purpose of executing Contracts.
The undersigned affirms and so swears tha statements and they are, to his/her knowled	t he/she has read and understood, the foregoing ige, true and accurate.
identified adove were made ireely and will	ns that the contribution(s) to the campaign committees non duress, fireat or any promise of a governmental
benefit or in exchange for any benefit or re	muneration,
, r	Yondor: NY Travel Media LLC Signed: Miler Full
Dated: 2/10/16	Signed: Miles Fred
,	Print Name: Michael Frach

### 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 PROPOGAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1.	Principal Name Michael Frisher
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es) North
	City/state/zip None
	Telephone None
	List of other addresses and telephone numbers attached
Ž	Positions held in submitting business and starting date of each (check all applicable)  President 2 //1 / Treasurer / /  Chairman of Board / Shareholder / /  Chief Exec. Officer / Secretary / /  Chief Financial Officer / Partner / /  Vice President / / (Other)
3.	Do you have an Suity interest in the business submitting the questionnaire?  NO YES If Yes, provide details.
<i>4</i> ,	Are there any outstanding libans, 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? NO YES If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization is the past 3 years while you were a principal owner or officer? NO YES If Yes, provide details. I have been well-ing with the past 3 years while you were a principal owner or officer? NO YES If Yes, provide details. I have been well-ing with the past of the
<ol> <li>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:</li> </ol>
a. Been debarred by any government agency from entering true contracts with that agency?  NO YES YES provided details for each such instance.
<ul> <li>b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NOYES If Yes, provide details for each such instance.</li> </ul>
c. Been denied the award of a confract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO <sub>1</sub> YES If Yes, provide details for each such instance.
d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
a) is there any folony charge pending against you? NO - YES if Yes, provide details for each such charge.
b) Is there any misdemeanor charge panding against you? NO YES YES If Yes, provide details for each such charge.
<ul> <li>c) Is there any administrative charge pending against you? NO YES If Yes, provide details for each such charge.</li> </ul>
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? NO YES If Yes, provide details for each such conviction.
e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  NO YES If Yes, provide details for each such conviction.

### APPENDIX D

CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS EN NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDRESS SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	ATITY
i, McOGE TOS NEC, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachment supplied full and complete answers to each item therein to the best of my knowledge, information belief; that I will notify the County in writing of any change in droumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the Coult will rely on the information supplied in this questionnaire as additional inducament to enter into a country the submitting business entity.	ite; that nand county
Sworn to before me this / day of February 2016	
SARAH VICTOHIA GASSASHE NOTOHIA GASSASHE	
Name of submitting business	
Michael Fresh	
Print frame  Signeture	
Dwa-	
Title  7 9 / C  Date	

### Business History Form

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

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

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

(UE	SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Dal	te: 2/10/16
1)	Proposer's Legal Name: NY TRAVEL Media LLC
2)	Address of Place of Business;
List	t all other business addresses used within last five years:
3)	Mailing Address (if different):
	me. <del>Commission</del>
Doe	as the business own or rent its facilities? O WW
4)	Dun and Bradstreet number: NO
5)	Federal I.D. Number:
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No if Yes, please provide details;
#11	
<del>0</del> )	Does this business control one or more other businesses? Yes No If Yes, please provide details:

9) Does this business	s business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other? Yes No/_ if Yes, provide details
or any of agency, (	proposer ever had a bond or surely cancelled or forfelied, or a contract with Nassau Caunty her government entity terminated? Yes No_1_* If Yes, state the name of bonding (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details the termination (if a contract)
11) Has the partie date	proposer, during the past seven years, been declared bankrupt? Yes No If Yes, e, court jurisdiction, amount of liabilities and amount of assets
business federal, s owner an civil anti- such inva	st five years, has this business and/or any of its owners and/or officers and/or any affiliated, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any ad/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any tederal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business.  No
business federal, s of an affil but not lin individus	si 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer limited business been the subject of an investigation by any government agency, including mitted to federal, state and local regulatory agencies, for matters pertaining to first it's position at or relationable to an affiliated business. Yes No If Yes, provide the each such investigation.
either be perialned	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges it to events that allegedly occurred during the time of employment by the submitting and allegedly related to the conduct of that business:  a) Any felony charge pending? No V Yes If Yes, provide details for each such charge.
	b) Any misdemeanor charge pending? No **Yes If Yes, provide details for each charge.
	c) In the past 10 years, you been convicted, after that or by pies, of any felony and/or any other crime, an element of which relates to invintuinless or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each

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such conviction	
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No V yes If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes If Yes, provide details for each such occurrence.
to any pr	si (5) years, has this business or any of its owners or officers, or any other affiliated had any senction imposed as a result of judicial or administrative proceedings with respect ofessional ticense held? No Yes If Yes, provide details for each such
and sawe detailed r	ast (5) tax years, has this business falled to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water or charges? No If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the title page and attach it to the questionnaire
	1. 2. The second to the descent treates.
ovide a del	tailed response to all questions checked "YES". If you need more space, photocopy the sage and attach it to the questionnaire.
ovide a del propriete p ) Conflict o	tailed response to all questions checked "YES". If you need more space, photocopy the tage and attach it to the questionnaire.  Interest:  Please disclose any conflicts of interest as outlined below, there is no any conflicts of interest as outlined below.
ovide a del propriete p ) Conflict o	tailed response to all questions checked "YES". If you need more space, photocopy the lage and attach it to the questionnaire.
rovide a del propriete p ") Conflict o	tailed response to all questions checked "YES". If you need more space, photocopy the lage and attach it to the questionnaire.  Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, as 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 conflict and conflicts of the conflict of the co
rovide a del ppropriete p 7) Conflict o	tailed response to all questions checked "YES". If you need more space, photocopy the tage and attach it to the questionnaire.  Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists."  (I) Any material financial relationships that your firm or any firm amployee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of your firm has with any County public

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	a conflict of interest would not exist for your firm in the future. In the County that
	A possible conflict ARISEL, I will inform the Country of the
	A passible conflict ARISEL, I will inform the Country of the  Possible Conflict ARISEL, I will inform the Country of the  Possible Conflict AND Allow the Conflict determine I SAX Actual Conflict  Exists
Á،	include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.
	Should the proposer be other than an individual, the Proposal MUST include:
	i) Date of formation: 1/5//
	il) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; fee and fendix in the company, lill) Name, address and position of all officers and directors of the company; fels see supposed to state of incorporation (if applicable); wh
	iii) Name, address and position of all officers and directors of the company, Sele see
	iv) State of incorporation (if applicable); MY
	v) The number of employees in the firm; 1
	vi) Annual revenue of firm
	vii) Summary of relevant accomplishments see appeading B AND Rowine
	vii) Summary of relevant accomplishments See Appendix B AND Rowing viii) Copies of all state and local licenses and permits. NOT Needed
밁,	Indicate number of years in business. # 4 1/1
C.	Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
D,	Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.
	company Hempstead Tourism
	Contact Person Beverly Hester
	Address
	City/State
	Talephone
	Fax#
	E-Mail Address

Company Pole Position Raceway
Contact Person 2Achery Thigpen
Address
City/State City/State
Telephone
Fax #
E-Mail Address
Company Coffenan Collberg LLC
Contact Person DRANGON Goldberg
Address
Address
AddressCity/State

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### APPENDIX C

### CERTIFICATION

Date

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BLISINESS 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.
items contained in the foregoing pages of this questionnaire and the following pages of attachments; that is supplied full and complete answers to each item therein to the best of my knowledge, information and belief, that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by the is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Swarn to before me this Hit day of February 2016
SARAH VICTORIA CASSAGNE Notary Public - State of New York NO. DTC AE922579 Cushfied in Suffolk County My Commission Expires Apr B, 2019
Name of submitting business: NY Travel Meder LLC
ex Michael Frish
And Larine
Signature
<u> </u>
Tille  V. G. C.7

### COUNTY OF NASSAU

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

1. Name of the Entity: NY Travel Media LLC	
Address:	
City, State and Zip Code:	
2. Entity's Vendor Identification Number:	
3. Type of Business:Public CorpPartnershipJoint Venture	
Ltd. Liability CoClosely Held CorpOther (specify)	
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary);	
Michael Enichna	
1662 Des Country Road Plainview, NY 11303	
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 teld Corporation, include a copy of the 10K in lieu of completing this section.	
Michael Frishen 1662 DER Gooding Roam Plannin My 114	ÇΩ

Page 2 of 4		
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.		
	Nowl	<u></u>
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rganization retained, employe afore - Nassan County, its age committees, including but not i launing Commission. Such an evelopment or improvement of an "lobbyist" does not included bunty of Nassan, or State of I	er Trone. The least Toboy d or designated by any clien sucies, boards, commissions imited to the Open Space a affect include, but are not li af real property subject to O is any officer, director, trus Vew York, when dischargin	age in this matter (i.e., pre-bid, yist" means any and every person or at to influence - or promote a matter s, department heads, legislators or and Parks Advisory Committee and insted to, requests for proposals, lounty regulation, procurements. The tee, employee, counsel or agent of the 12 his or her official duties.
	The state of the s	

# Page 3 of 4 (b) Describe lobbying activity of each lobbyist. See below for a complete description of lebbying activities. Norm (c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassan County, New York State): 8. VERIFICATION: This section must be signed by a principal of the consultant, constructor 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 soomate. Deted: Print Name: Michael Frisher

Page 4 of 4

The term lobbying shall mean any attempt to influence; my 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, seward or administration of a contract or with respect to the solicitation, sward 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 commisses, 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 commisses 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 amployee 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, theing 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, rapeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

### CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) NY Travel Media LLC, having its principal address at

### WITNESSETH:

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

WHEREAS, the Department requires promotional services for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP")PK #0127-1603, issued on January 27, 2016; and

WHEREAS, the RFP provides for a total term of three (3) years.

WHEREAS, the Contractor was selected based on its experience and expertise; and

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

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q;

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

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

1. Term. This Agreement shall commence on June 15, 2016 and shall terminate on May 31, 2017, unless sooner terminated as provided for herein, with an option to renew for an additional two (2) one (1) year periods, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. <u>Program.</u> The services to be provided by the Contractor under this Agreement shall consist of promoting tourism in Nassau County through a printed Travel Destination Guide. The Contractor will provide the quarterly publications to the Tourism Visitors Center for promotion of Nassau County.

NY Travel Media, LLC has the #1 Travel Guide in the Nation and will feature the calendar of events for Nassau County's Historic Properties, Museums and Recreational events being offered throughout our Parks system in their annual publications.

- 3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall be Forty-Eight Thousand Dollars (\$48,000) each year of this Agreement. This amount is inclusive of any and all expenses, including, travel and shall be payable in 2 payments as follows:
  - (i) The first payment shall be an advanced payment of \$24,000 (50%) payable upon execution of this Agreement by the County in year one and on the anniversary of the commencement date herein for year ensuing contract year.

(ii) The second payment of \$24,000 (50%) shall be payable upon completion of each year's performance.

- (iii) Reconciliation If the contract is terminated for any reason prior to completion of Program due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when Program was due, whichever is sooner.
- (b) <u>Vouchers: Voucher Review. Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors submitting <u>Vouchers</u> in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) <u>Payments in Connection with Termination or Notice of Termination</u>. 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 Contractors received notice that the County did not desire to receive such services.

- (e) Reconciliation of Advance Funds. The Contractor shall file with the Department, in duplicate, upon completion of the services described under this Agreement or any other time reasonably requested by the County, a certified reconciliation report accounting for all advance funds and certifying that all services have been performed in accordance with this Agreement. All advance payments received by the Contractor shall be returned to the County in the event the services have not been performed as described under this Agreement or if this Agreement has been terminated prior to the completion of the 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 Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of

which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (b) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the parties of such request prior to disclosure of the Information so that the parties may take such action as it deems appropriate.
- 7. Minimum Service Standards. Regardless of whether required by Law:
  (a) The Contractor shall 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.
- 8. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection

with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

- (c) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the gerality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.
- 9. 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.
- 10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ninety (90) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) 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.

- 11. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. <u>Section and Other Headings</u>. 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.
- 17. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
  - 18. Executory Clause. Notwithstanding any other provision of this Agreement:
  - (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
    - (b) <u>Availability of Funds</u>. 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.
- 19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

- 20. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.
- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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 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.
- (d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

### Insured:

NY Travel Media LLC 1662 Old Country Road Plainview, NY 11803

### Description of Operations:

The Certificate holder, Nassau County, is included as an Additional Insured for Advertising servicespursuant a written agreement.

Date(s): YEARLY TERM

Location: Nassau County, New York

### Certificate Holder:

County of Nassau 1550 Franklin Avenue Mineola, New York 11501

NOTE: County as a certificate holder ONLY is NOT ACCEPTABLE

21. Accounting Procedures; Records. The Performer 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 Performer 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.

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

NY Travel Media LLC

By: Mr	when June	
Name:	Michael Frist	
Title: Date:	6/17/11	
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NASSAU COUNTY

Ву:	Mul
Name:	Change Rebeach
Title:_	County Executive
(or)	Chief Deputy County Executive
(or)	Deputy County Executive
Date:_	N-3//3

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	•
)ss.: COUNTY OF NASSAU )	,
On the 17 day of June in came Michael friche to me personal sworn, did depose and say that he or she resides in the or she is the owner of we corporation described herein and which executed signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by authority of the well as the signed his or her name thereto by a signed his or her name the si	Ily known, who, being by me duly  n the County of Masca, ; that  Y Taul ( ) Masa LLC , the  the above instrument; and that he or she
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)ss.: COUNTY OF NASSAU )	
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NOTARY PUBLIC	Notary to the state of g

# NY Travel Media

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### 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:	
	Michael Frishen (Nam	e)
	1 GPO 3 (Addro	ss)
	(Telephone Numb	er)
2.	The Contractor agrees to either (1) comply with the requirements of the Nassau Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the pursuant to section 9 of the Law. In the event that the contractor does not comple requirements of the Law or obtain a waiver of the requirements of the Law, and contractor establishes to the satisfaction of the Department that at the time of exthis agreement, it had a reasonable certainty that it would receive such waiver by the Law and Rules pertaining to waivers, the County will agree to terminate the without imposing costs or seeking damages against the Contractor	e Law y with the such ecution of
3.	In the past five years, Contractor has has not been found by a courgovernment agency to have violated federal, state, or local laws regulating paymwages or benefits, labor relations, or occupational safety and health. If a violatio been assessed against the Contractor, describe below:	

· 4.	the Contractor in connection with feder	proceeding, investigation, or government body- has not been commenced against or relating to al, state, or local laws regulating payment of cupational safety and health. If such a proceeding enced, describe below:
	<u> </u>	<u>, , , , , , , , , , , , , , , , , , , </u>
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	NAME AND ADDRESS OF THE PARTY O	
I hereb belief,	authorized County representatives for the Living Wage Law and investigating ency certify that I have read the foregoing state.	Signature of Chief Executive Officer
		Name of Chief Executive Officer
Swom	to before me this	•
Notary	day of Swe 2016.	KARNDEEP BHINDER Notary Public - State of New York No. 01BH6288673 Qualified in Suffolk County My Commission Expires September 09, 2017

# Appendix EE Equal Employment Opportunities for Minorities and Women

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

The 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 Womenowned 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.
- (1) 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.

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E-134-17 Additional BACKUP

**Additional Information** 

Clerk Item: E-134-17

**Armor Correctional Services** 

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## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Has the vendor or any corporate officers of the vendor provided campaign contributions bursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?			
None			
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.  The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.			
The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.			
Dated: 5 17 2017 Vendor: Armor Correctional Health Services of New York,  Signed: 7			
Title: Chief Executive Officer			

The information requested in sections 1, 5, and 7-12 requires input and review from Dr. Armas, who is currently out of the Country. We will provide this information after he has returned.

### 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 Jose Armas
	Date of birth/
	Home address
	City/state/zip
	Business address 4960 SW 72 Avenue, Sulte 400
	City/state/zip Maml, FL 33155
	Telephone 305/662.8522
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President _1 _0/1 _1/1 _4 _ Treasurer /
3,	Do you have an equity interest in the business submitting the questionnaire? YES X NO If Yes, provide details. 100% owner
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES $X$ NO If Yes, provide details.

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES X NO
	., ,	See attached
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever ad? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	₩)	misdemeanor? YES NO If Yes, provide details for each such conviction.
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	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9,	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a paid owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

#### CERTIFICATION

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

I, Droce Tec , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this ISday of May

2017

Notary Public

LISSETTE SAKDINAS
Notary Public - State of Florida
My Comm. Explices (An 11, 2018)
Commission # FF 055704

Armor Correctional Health Services of NY, Inc
Name of submitting business

Print name

Signature

Title

### 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 Bruce A. Teal
	Date of birth/
	Home address
	City/state/zip
	Business address 4960 SW 72 Avenue, Sulte 400
	City/state/zip Mlami, FL 33155
	Telephone 305/662.8522
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President/_ / Treasurer/_ /  Chairman of Board/ _ / Shareholder//  Chief Exec. Officer10/_11/_14 Secretary//
	Chief Financial Officer//Partner//
	Vice President///////
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO $\underline{X}$ If Yes, provide details.
<b>4</b> .	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES X NO provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\underline{X}$ If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO _X If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO $\underline{X}$ If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is choosiness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge,
	c)	Is there any administrative charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO $\underline{X}$ If Yes, provide details for each such conviction.

## **Detail in Response to Principal Questionnaire #6**

In the past three years, Armor Correctional Health Services, Inc. has been awarded contracts for correctional healthcare services by the following entities:

- Lee County, FL
- Minnehaha County, SD
- Virginia Department of Corrections
- Osceola County, FL
- Volusia County, FL
- Lake County, IL
- Collier County, FL
- Jefferson County, FL
- Pamunkey Regional Jail, VA
- Weld County, CO
- Larimer County, CO

	е)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO $\underline{X}$ If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO $\underline{X}$ If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES X NO 1f Yes; provide details for each such gation. New York State Attorney General
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO $\underline{X}$ If Yes; e details for each such instance.
12.	applic	e past 5 tax years, have you falled to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO X If Yes, provide details for each such

#### 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.

| Bruce A. Teal \_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of MA,

2017

LISSETTE SAHUINAS Notary Public - State of Florida My Comm. Expires an 11, 2018 Commission # rr 055704

Armor Correctional Health Services of NY, Inc. Name of submitting business

Bruce A. Teal

Print/name

Chief Executive Officer

### **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).

Da	te: May 15, 2017
1)	Proposer's Legal Name: Armor Correctional Health Services of NY,Inc.
2)	Address of Place of Business: 4960 SW 72 Avenue, Suite 400, Młami, FL 33155
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Ph	one : 305/662.8522
Do	es the business own or rent its facilities? Rent
4)	Dun and Bradstreet number: None
5)	Federal I.D. Number: 47-2198762
6)	The proposer is a (check one): Sole Proprletorship Partnership X Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes X No If Yes, please provide details:
	Armor Correctional Health Services, Inc.
8)	

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide detailsArmor Correctional Health Services, Inc.	1
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 X 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 X	
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 _X If Yes, provide details for each such investigation	
13)	o) 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 X No If Yes, provide details for each such investigation	* Settlement Attached
14)	submitting business, and allegedly related to the conduct of that business:	"Tached
	a) Any felony charge pending? Yes No X If Yes, provide details for each such charge	
	b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge	
	c) in the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No X	

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No _X If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X If Yes, provide details for each such occurrence
business h	(5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No X_; If Yes, provide details for instance.
pay any ap limited to v such year.	st (5) tax years, has this business failed to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No X If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire.
	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
	Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no licts 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.  Armor will contact the County should any potential conflict arise.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. Should the proposer be other than an individual, the Proposal MUST include: Date of formation: 1) II) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Name, address and position of all officers and directors of the company: III) iv) State of incorporation (if applicable); The number of employees in the firm; V) Annual revenue of firm; vi) vii) Summary of relevant accomplishments viii) Copies of all state and local licenses and permits. B. Indicate number of years in business. C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. 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 Contact Person\_\_\_\_ Address City/State \_\_\_\_\_ Telephone \_\_\_\_\_

Fax#

E-Mail Address\_\_\_\_\_

Company	
Contact Person	-
Address	
City/State	
Telephone	
Fax #	
E-Mail Address	-
Company	
Company	
	<del>referenties</del>
Company Contact Person	<del>orbysalas</del>
CompanyContact Person	ofrantis
CompanyContact PersonAddressCity/State	

### **CERTIFICATION**

MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE UBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT ID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE ALSE STATEMENT TO CRIMINAL CHARGES.	
being duly sworn, state that I have read and understand all ne Items contained in the foregoing pages of this questionnaire and the following pages of ttachments; that I supplied full and complete answers to each item therein to the best of my nowledge, information and belief; that I will notify the County in writing of any change in ircumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business intity.	
worn to before me this   5 day of MA7 2017	
LISSETTE SAMUINAS Notary Public - State of Florida My Comm. Expires in 11, 2018 Commission # re 055704	
lame of submitting business: Armor Correctional Health Services of New York, Inc.	ver
Print pane Signature	
Chief Executive Officer Title	
5 / 15 / 2017 Date	

### **Attachment to Business History Form**

Armor Correctional Health Services of New York (ACNY) is an affiliated company of Armor Correctional Health Services, Inc., formed for the purpose of operating the contract at Nassau County Correctional Center.

ACNY was incorporated October 11, 2014 in the State of Florida. Dr. Jose Armas (4960 SW 72<sup>nd</sup> Ave, Suite 400, Miami, FL 33155) is the sole officer and sole stockholder. Annual revenues for 2016 were \$ 11,421,979 and we currently have 58 employees.

A copy of Armor's NY State business license will be provided under separate cover.

#### References:

Captain Michael R. Golio Nassau County Sheriff's Department 100 Carman Ave East Meadow, NY 11554 mgolio@nassaucountyny.go (516) 572-3865

Lt. Colonel Keith Neely Broward County Sheriff's Office 555 SE First Avenue Ft. Lauderdale, FL 33301 keith\_neely@sheriff.org 954.831.6403 Fax: 954.831.6065

Sheriff Wayne Ivey Brevard County Sheriff's Office 700 Park Avenue Titusville, FL 32780 wayne.ivey@bcso.us 321-264-5201

Fax: 321-633-0210

## **NYS Department of State**

## **Division of Corporations**

### **Entity Information**

The information contained in this database is current through August 17, 2012.

Selected Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Selected Entity Status Information

Current Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

**DOS ID** #: 4090357

Initial DOS Filing Date: MAY 05, 2011

County: NASSAU

Jurisdiction: FLORIDA

Entity Type: FOREIGN BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O CT CORPORATION SYSTEM 111 EIGHTH AVENUE NEW YORK, NEW YORK, 10011

Registered Agent

CT CORPORATION SYSTEM 111 EIGHTH AVENUE NEW YORK, NEW YORK, 10011

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

### \*Stock Information

# of Shares

Type of Stock

\$ Value per Share

No Information Available

\*Stock information is applicable to domestic business corporations.

### Name History

Filing Date Name Type

**Entity Name** 

MAY 05, 2011 Actual

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

Services/Programs | Privacy Policy | Accessibility Policy | Disclaimer | Return to DOS | Homepage | Contact Us

### FILED: NEW YORK COUNTY CLERK 10/05/2016 12:30 PM

NYSCEF DOC. NO. 141

INDEX NO. 450835/2016

RECEIVED NYSCEF: 10/05/2016

# SUPREME COURT OF THE STATE OF NEW YORK - NEW YORK COUNTY

PRESENT:	BLUTH,	ARLENE P.			PART	32
	ARLEN	P. BLUTH	Justice			
PEOPLE OF THE	E STATE OF NE	<del>J.3.C.</del>		•		
		• •		INDEX NO. ,	45083	35/2016
				MOTION DATE	10/18	8/2016
	<b>1</b>	<b>y</b> •••				
ARMOR CORRE	CTIONAL HEAL	.TH		MOTION SEQ. NO.	Commence of the second	001
The following pap	pers, numbered	1 to	, were rea	d on this application to/for	, , , , , , , , , , , , , , , , , , ,	****
Notice of Motion/ P	etition/ OSC - Affi	davits - Exhibits	******	N	0(8)	
Answering Affidavit	ls - Exhibits			N	o(s)	
Replying				N	O(s)	
					ARLENE	P. BLUTH
DATE: 1	10/5/2016			Cy.		
1. CHECK ONE	:	X CASE DISPOSE	D	NON-FINAL DISPOS	BLUTH, ARLI	ENE P. , JSC
2. APPLICATION	1	GRANTED	DENIED	GRANTED IN PART		OTHER
3. CHECK IF APPI	ROPRIATE :	SETTLE ORDER		SUBMIT ORDER		
		DO NOT POST		FIDUCIARY APPOIN	TMENT	REFERENCE

450835/2016 PEOPLE OF THE STATE OF NEW VS. ARMOR CORRECTIONAL HEALTH Motion No. 001

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK, by ERIC T. SCHNEIDERMAN, Attorney General of the State of New York,

Petitioner,

Index No. 450835/2016 IAS Part 32

- against -

Assigned to: Justice Arlene P. Bluth

ARMOR CORRECTIONAL HEALTH MEDICAL SERVICES OF NEW YORK, INC. P.C., and ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.,

Respondents.

#### STIPULATION OF SETTLEMENT AND DISCONTINUANCE

This Stipulation of Settlement and Discontinuance (the "Agreement") of the above-entitled proceeding ("this Litigation") is entered into by and between the Petitioner, the People of the State of New York by Eric T. Schneiderman, Attorney General of the State of New York ("NYAG"), and Respondents Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc. (collectively, "Armor"), and, except to the extent limited by Paragraph 15, extends as well to anyone acting on Armor's behalf, including but not limited to Armor's principals, employees, agents, and/or assignees who are involved in the conduct of the business that is the subject of this Litigation, and to any parent, affiliate or successor corporation or other corporation purchasing Armor's assets, company, business entity or other entity that Armor may now or hereafter act or conduct business through that is the subject of this Litigation.

- 2. "Parties" means the NYAG and Armor, collectively and as defined herein.
- 3. This Court has jurisdiction over the subject matter of this Litigation and over all Parties. The Parties agree, for purposes of this Agreement, that venue is proper in New York County.
- 4. The terms of this Agreement shall be governed by the laws of the State of New York.
- 5. On or about July 12, 2016 the NYAG filed a Verified Petition (the "Petition") in the Supreme Court for the County of New York, naming Armor as Respondents, alleging violations of the New York State False Claims Act, N.Y. State Finance Law § 187 et seq., N.Y. Executive Law § 63(12), and N.Y. Executive Law § 63-c.
- 6. Armor has denied these allegations and asserts that it has not violated any applicable laws, regulations, ordinances or legal or contractual obligations.
  - 7. This Agreement reflects a negotiated agreement among the Parties.
- 8. The Parties have agreed to resolve the issues, claims and matters raised in the Petition and occurring through the date of the filing of the Litigation, by entering into this Agreement.
- 9. Neither Armor's performance of this Agreement nor the negotiations between the Parties surrounding the Agreement shall be considered an admission by Armor of any wrongdoing or liability of any kind.
- 10. This Agreement is not intended for use by any third party in any other action or proceeding and is not intended, and should not be construed as, an admission of wrongdoing or liability by Armor. The NYAG will not cite the Agreement in any action or proceeding as an admission of Armor's wrongdoing or liability.
  - 11. This Agreement does not constitute an approval by the NYAG of Armor's

business practices, and Armor shall make no representation or claim to the contrary.

- 12. Armor has demonstrated and represented that it no longer intends to seek new contracts in New York during at least the three-year period following the Effective Date.
  - 13. By entering into this Agreement, Armor agrees to the following:
- A. For a period of three years from the Effective Date, Armor agrees not to bid on or enter into any contract with any municipality in New York State for the provision of jail health services; and
- B. Within ten days of the Effective Date, and in full and final settlement of this Litigation, Armor agrees to pay and the NYAG agrees to accept the sum of Three Hundred and Fifty Thousand dollars (\$350,000.00) by check payable to the State of New York.
- 14. Solely for the NYAG's purposes and without any admission by Armor, upon receiving the payment from Armor, the NYAG intends to designate Two Hundred and Fifty Thousand dollars (\$250,000.00) of that payment to Nassau County as reimbursement related to Armor's performance of certain contractual obligations to the County during the time period covered by the Litigation, with the balance as penalties to the State of New York.
- any successor or future purchaser of Armor's stock or assets, or any successor entity that results from a merger, that as of the date of this Agreement or in the future is a party to contracts with municipalities in New York State, provided that, for a period of three years following the Effective Date, such successor or purchaser does not engage any of Armor's senior management officials to supervise the provision of services in, or work at, any New York jail, except as approved by the NYAG. "Senior management officials" as used in this paragraph includes (i) all management at Armor's corporate headquarters who had direct responsibility for

overseeing the provision of services at the Nassau County Correctional Services and (ii) management, including directors, working directly at Nassau County Correctional Center. This includes all individuals employed in such positions at any point in the twelve months prior to the Effective Date.

- 16. The Court shall retain jurisdiction for the purpose of enforcing and modifying this Agreement.
- 17. It is hereby stipulated and agreed, by and between the Parties, that the Petition and this Litigation is dismissed with prejudice, and without costs to any party as against another.
- 18. Nothing herein shall limit either the NYAG's or Respondents' right to seek other remedies provided by law for a violation of this Agreement, including remedies for contempt of court and for enforcement of the Agreement. The NYAG has the right to seek injunctive relief, and all other appropriate and necessary relief, to enforce this Agreement. If a court of competent jurisdiction determines that Armor has breached this Agreement, Armor shall pay to the NYAG the cost, if any, of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.
- 19. This Agreement constitutes the entire, complete, and only agreement and understanding by and between the Parties with respect to the subject matter hereof.
- 20. This Agreement may not be modified orally, but may be modified only by a writing signed by each Party.
- 21. The Effective Date for this Agreement is the date that it is fully executed by the Parties.
- 22. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures provided

by facsimile transmission or in Adobe Portable Format (PDF) sent by electronic mail shall be deemed to be in original signatures,

For Respondents, Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc.

Ву:	*	) ) }	مب	1	<i>e</i> a_	$\mathcal{L}$	
Date:	9	301		[ [e			
Bruce	Tea	, CEO					
Tan Mari	NJ NJ A	era,					

A. F. S.

Lisa Landau Bureau Chief Health Care Bureau 120 Broadway, 26th Floor New York, NY 10271

Date: 10/3/16

By: Derother Caldwell-Brown

Dorothea Caldwell-Brown Assistant Attorney General Health Care Bureau 120 Broadway, 26th Floor New York, NY 10271

Date: 10/4/16

Elizaboth Chesler
Assistant Attorney General
Health Care Bureau
120 Broadway, 26th Floor

New York, NY 10271

Date: 10/3/16

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#### COUNTY OF NASSAU

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

Name of the Entity: Armor Correctional Health Services of New York, Inc.
Address: 4960 SW 72 Avenue, Suite 400
City, State and Zip Code: Miami, FL 33155
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co XClosely Held CorpOther (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Jose Armas at same address
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.
Jose Armas

Page 2 of 4
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.
Armor Correctional Health Services, Inc.
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
None

### Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
None
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: 5/15/201 Signed: Bru Lul
Print Name; Bruce A. Teal
Title: Chief Executive Officer



E-134-17

### **Contract Details**

SERVICES: Comprehensive Inmate Health Care Services

NIFS ID #: CLCC17000002	NIFS Entry Date: <u>5-12-17</u> Term: <u>6/1/17 – 8/31/</u>	<u>17</u>	
New Renewal	1) Mandated Program:	Yes 🔀	No 🔲
Amendment #3	2) Comptroller Approval Form Attached:	Yes 🖂	No 🔲
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No 🖂
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂 ~	No □
Blanket Resolution RES#	5) Insurance Required	Yes Day	Mq

# **Agency Information**

Vendo	
Name	Vendor ID#
Armor Correctional Health Services	611642662-01
of NY, Inc.	
Address	Contact Person
4900 S.W. 72 <sup>nd</sup> Ave.	Karen Davies, V.P.
Suite 400	, ·
Miami, FL 33155	
,	Phone
	(954) 649-3043
	(50.), 61.2 50.13

1000	County Department
•	rda Hall
Add	ress
Na	ssau County Correctional Center
10	0 Carmen Ave.
Ea	st Meadow, New York 11554
Pho	ne e

# **Routing Slip**

DATE . Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Ew'd	SIGNATURE	Leg. Approval Required
5/12/17	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	5/12/17	Nicola I	
5/12/17	OMB	NIFS Approval	X 5/12/17	AHM	Yes No No Not required if blanket resolution
515/17	County Attorney	CA RE&I Verification	V 3/15/1	y. J. imali	ens on a property Laboratory
5/15/1	7County Attorney	CA Approval as to form	₩ \$/15/1-	0/1/	Yes No 🗆
	Legislative Affairs	Fw'd Original K to CA		V	
	Rules				i dell'incoment
	County Attorney	NIFS Approval			
	County Comptroller	NIFS Approval	는 in d	SI XII) LYOZ	ing sayat op its Washing say it is
9/5/17	County Executive	Notarization Filed with Clerk of the Leg.		Lll	
			UB/.	22-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	



#### Department: N.C. Sheriff's Department

### Contract Summary

Description: Amendment #3 to a contract for comprehensive inmate health care services.

Purpose: This is an amendment to an existing contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, pursuant to Section 14 (c) of the base contract. The term of the contract expires on May 31, 2017, and the County is in the process of transitioning the inmate medical services to the Nassau Health Care Corporation ("NuHealth"). This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor; and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to NuHealth without the interruption of services. As part of the amendment, and in consideration of the County's receipt of \$250,000 from the settlement of the NYS Attorney General Offices' lawsuit against Armor, the County releases Armor for performance indicator penalties.

Armor has brought a lawsuit against the County in Nassau County Supreme Court for a judicial declaration that Armor is not required to provide inmate health services beyond the scheduled termination date in the contract of May 31, 2017. The proposed amendment is anticipated to settle the litigation.

Method of Procurement: Please see procurement history below. The addition of three months to the term and the increase in compensation has been determined necessary for the transition of services to new vendor NuHealth.

**Procurement History:** With respect to the base contract, an RFP was published on July 30, 2009, with proposals due on Oct. 13, 2009. Six proposals were considered. The Contractor was found to be the most responsible and qualified bidder with the most reasonable costs by an evaluation committee consisting of representatives from County OMB, County DOH, County OMH, the Sheriff's Department, and the County Attorney's Office.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$4,800,000 (\$1,500,000 for June; \$1,600,000 for July; and \$1,700,000 for August, over the three-month period of 6/1/17-8/31/17)

Change in Contract from Prior Procurement: Contract term will be extended, and base monthly compensation will be increased for a three-month transition period, as further detailed in Amendment 3.

Recommendation: Approve as submitted.



# Advisement Information

BUDGET	CODES
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE524
Transaction:	CL

FUNDING SOURCE	AMOUNT
Revenue Contract	
County	\$4,800,000.00
Federal	\$ ,,
State	\$
Capital	\$
Other	\$
TOTAL	\$4,800,000.00

	LINE	INDEX/OBJECT CODE	AMOUNT
	1	CCGEN1320 DE524	\$4,800,000.00
	2	The state of the s	\$
	3	1-15/17	\$
· [		yestmake II -	\$
:	5	The second secon	\$
سر او	6		\$
	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	TOTAL	\$4,800,000.00

RENEV	VAL .
% Increase	
% Decrease	

Document Prepared By: Kathleen Kelly

5/12/17

NIFS Certification	Comptroller Certification	
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name ()
Name	Name	Date Stestin
Date	Date	(For Office Use Only)
		] <b>E</b> #:



# Nassau County Interim Finance Authority

# **Contract Approval Request Form**

(As of March 2017)

advisement — NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA amendment — \$ amount should be full amount of amendment only  Contract Term: 6/1/2017-8/31/2017  Has work or services on this contract commenced? X Yes No  If yes, please explain: Contractor continuing services as amendment is sent through approvals.  Funding Source:  X General Fund (GEN) Grant Fund (GRT) Capital Improvement Fund (CAP) Federal % State % County %	. Vendor:	Armor Correctio	nal Health S	Services of N	, Inc.	
This is a New Contract Advisement X Amendment   Inew contract - \$ amount should be full amount of contract advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA amendment - \$ amount should be full amount of amendment only    Contract Term:	2. Dollar amount requi	ring NIFA approva	1: \$ <u>\$4,8</u>	300,000.00		
This is a New Contract Advisement X Amendment   Inew contract - \$ amount should be full amount of contract advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA amendment - \$ amount should be full amount of amendment only    Contract Term:	Amount to be encumb	ered: \$ 4,800	000.00	)		
Has work or services on this contract commenced? X Yes No  If yes, please explain: Contractor continuing services as amendment is sent through approvals.  Funding Source:  X General Fund (GEN) Grant Fund (GRT) Capital Improvement Fund (CAP) Federal % County % 100  Sthe cash available for the full amount of the contract? X Yes No If not, will it require a future borrowing? Yes No Itas the County Legislature approved the borrowing? Yes No  Itas NIFA approved the borrowing for this contract? Yes No  In Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:  Amendment to an existing contract with Armor for comprehensive inmate health care services. This amendment is to (f) extend the term of the contract for an additional three-month period, to August 31, 2017; (fi) increase the base monthly compensation to be paid to Armor, and (li) modely the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.  Nassau County Attorney as to form Yes No N/A  Nassau County Committee and/or Legislature Yes No N/A					ient	
If yes, please explain:  Contractor continuing services as amendment is sent through approvals.  Funding Source:  X General Fund (GEN)	f advisement – NIFA only n	eeds to review if it is i	increasing fun	ds above the an	nount previously ap	pproved by NIFA
If yes, please explain:  Contractor continuing services as amendment is sent through approvals.  Funding Source:  X General Fund (GEN)	. Contract Term: 6	/1/2017-8/31/2017	<u>,                                      </u>			
Funding Source:    X   General Fund (GEN)	Has work or services on t	his contract commen	ced? <u>x</u>	Yes	No	
Capital Improvement Fund (CAP)   Federal %	If yes, please explain:	Contractor contin	nuing servic	es as amendi	ment is sent thro	ugh approvals.
Capital Improvement Fund (CAP)  Other  State %  County % 100  State %  County % 100  State %  County % 100  State %  County % 100  State County Mil it require a future borrowing?  Yes No  It not, will it require a future borrowing?  Yes No  It as the County Legislature approved the borrowing?  Yes No  It as NIFA approved the borrowing for this contract?  Yes No  It as NIFA approved the borrowing for this contract?  Yes No  It as Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:  Amendment to an existing contract with Armor for comprehensive inmate health care services. This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor, and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.  It has the item requested herein followed all proper procedures and thereby approved by the:  Nassau County Attorney as to form Yes No N/A  Nassau County Committee and/or Legislature Yes No N/A	, Funding Source:					
It is the County Legislature approved the borrowing?  YesNo  It is NIFA approved the borrowing for this contract?  YesNo  It is approved the borrowing for this contract?  YesNo  It is approved the borrowing for this contract?  YesNo  It is approved the borrowing for this contract?  YesNo  Amendment to an existing contract with Armor for comprehensive inmate health care services. This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor, and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.  It is the item requested herein followed all proper procedures and thereby approved by the:  Nassau County Attorney as to formYesNoN/A  Nassau County Committee and/or LegislatureYesNoN/A	X General Fund (GEN Capital Improvement Other	I) nt Fund (CAP)	Gran	Federal 9 State %		
Amendment to an existing contract with Armor for comprehensive inmate health care services. This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor, and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.  3. Has the item requested herein followed all proper procedures and thereby approved by the:  Nassau County Attorney as to form Yes No N/A  Nassau County Committee and/or Legislature Yes No N/A	s the cash available for the f If not, will it require	iull amount of the con e a future borrowing?	itract?	X Yes Yes	No No	
Amendment to an existing contract with Armor for comprehensive inmate health care services. This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor, and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.  Has the item requested herein followed all proper procedures and thereby approved by the:  Nassau County Attorney as to form  Yes  No  N/A  Nassau County Committee and/or Legislature  Yes  No  N/A	las the County Legislature a	pproved the borrowi	ng?	Yes	No	
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the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor, and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.  Has the item requested herein followed all proper procedures and thereby approved by the:  Nassau County Attorney as to form  Yes  No  N/A  Nassau County Committee and/or Legislature  Yes  No  N/A	. Provide a brief descrij	otion (4 to 5 senter	ices) of the i	tem for whic	h this approval is	s requested:
Nassau County Attorney as to form Yes No N/A Nassau County Committee and/or Legislature Yes No N/A	the term of the contract for an to be paid to Armor, and (iii) n	additional three-month per nodify the offsite services a	tod, to August 31, nd pharmacy serv	. 2017; (ii) increase i rices provisions, all i	the base monthly compe n order to facilitate and o	ensation
	-					ved by the:
	Nassau County Attorney	as to form	Yes	No	N/A	
Date of approval(s) and citation to the resolution where approval for this item was provided:	Nassau County Committe	e and/or Legislature	res	No	N/A	
	Date of approval(s) a	nd citation to the r	esolution w	here approva	l for this item wa	as provided:
						·
	Identify all contracts (	with dollar amour	ıts) with thi	s or an affilia	ted party within	the prior 12 mor
Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 mo						
Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 mo						
Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 mo						

#### 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.

or llu	for Roseann.	D'Alleva 5/12/2017
Signature	Title	Date
May the Wor	shaus	
	COMPTROLLE	ER'S OFFICE
		he information listed is true and accurate and is inudget and not in conflict with the Nassau Count
Regarding funding, please	check the correct response	e:
I certify that the funds a	re available to be encumbere	ed pending NIFA approval of this contract.
If this is a capital project:		
I certify that the bonding	g for this contract has been a	pproved by NIFA.
Budget is available and	funds have been encumbered	d but the project requires NIFA bonding authorization.
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved by	/ NIFA:	Payment is not guaranteed for any work commenced prior to this approval.
Signature	Title	Date
Print Name		

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

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

#### RULES RESOLUTION NO. - 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT,
AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK,
INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, 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 agreement with Armor Correctional Health Services of New York, Inc.

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY

05/12/2017 2:09 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 05

INDEX

: 05 2017 MAY 2017

ORGANIZATION

CC10 CHARAC / OBJECT FDTP FUND SFND PROJECT PROJ DTL

CORRECTIONAL CENTER

GF GEN GEN

GENERAL FUND

GRANT GRANT DTL UCODE/ORD#/DRC

<del></del>					
S SUBOBJ		ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
DD419	MISCELLANE	618,429	618,429	477,524	140,905
DD502	POSTAGE	29,965	29,965	12,000	17,965
DE500	MISCELLANE	271,615	271,615	25,000	246,615
DE508	SANITARY S	154,656	154,656	- ,	154,656
DE510	CHAPLAINCY	154,532	154,532	71,472	83,060
DE524	MEDICAL/PS	15,862,719	15,862,719	7,699,836	8,162,883
DE531	RADIO & CO	, ,	, ,	76,574	-76,574
F1-HELP	F2-SELECT		F4-PRIOR	F5-NEXT	, , , , ,
F7-PRIOR	PG F8-NEXT PO	F9-LINK		·· · · · · · · · · · · · · · · · · · ·	•
G012 - N	EXT PAGE DISPLA	YED			

FAML4010 V4.2 LINK TO:

#### NIFS PRODUCTION SYSTEM DOCUMENT HEADER

05/12/2017 12:05 PM

DOCUMENT CATEGORY

: CL CONTRACT INCREASE / CHANGE TERMS

ENTERED BY

: KELLY, KATHLEEN 2-3810

DOCUMENT NUMBER

: CLCC17000002

INPUT PERIOD (MM YYYY)

INITIATING DEPT : CC : 05 2017 MAY

VENDOR NUMBER / SUFFIX

APPROVAL TYPE : 01 : 611642662 01 : ARMOR CORRECTIONAL HEALTH SERVICES OF NY

VENDOR NAME VENDOR ADDRESS

: 4960 SW 72ND AVENUE

SUITE 400

MIAMI

FL 33155

NOTEPAD (Y OR N) : N

TREAS NO

COUNTRY

: USA

ALPHA VENDOR : ARMOR CORRECTIONAL HEALTH

BANK NUMBER DUE DATE

SINGLE CHECK DOCUMENT AMOUNT 4,800,000.00 CURRENCY CODE NUMBER OF LINES 1 RESPONSIBLE UNIT:

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT F3-DELETE F9-LINK F4-PRIOR F10-SAVE F5-NEXT F6-DTL ENTRY F12-ADL FCTNS

GOO8 - NEXT RECORD DISPLAYED

FAML4050 V4.2 LINK TO:

# NIFS PRODUCTION SYSTEM ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

05/12/2017 12:07 PM

DOCUMENT : CLCC17000002 - 02 INPUT PER: 05 2017 AMOUNT :

4,800,000.00

TRANS CODE : 107 CONTRACT ENCUMBRANCE INCREASE

DOCUMENT REF : CQCC11000005 02

TRANS DESC. : INMATE HEALTH CARE EXTENSION

TRANS AMOUNT

INDEX : SUBOBJECT :

UCODE/ORD#/DRC

GRANT

GRANT DETAIL

PROJECT
PROJECT DETAIL
START DATE
END DATE

FINANCIAL ERRORS:

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F7-VIEW DOC F9-LINK F10-SAVE

GO82 - RECORD REPLACED

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

una umenamenas.
CONTRACTOR NAME: Armor Correctional Health Services of New York, Inc.
CONTRACTOR ADDRESS: 4960 S.W. 72 <sup>nd</sup> Ave., Suite 400, Miami, FL 33155
FEDERAL TAX ID #: <u>61-1642662</u>
<u>Instructions:</u> Please check the appropriate box ("\sum") 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
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 or
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.

Ш.	$\mathbf{X}^{\top}$	Th	is .	is	a	renewal.	extension	or	amendment	of	an	existing	contract	
----	---------------------	----	------	----	---	----------	-----------	----	-----------	----	----	----------	----------	--

The contract was originally executed by Nassau County on May 5, 2011, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued on July 30, 2009. Seven proposals were received and six evaluated (one proposer was disqualified). The evaluation committee consisted of representatives from OMB, DOH, OMH, the Sheriff's Department, and the County Attorney's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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.	
☐ <b>D.</b> Pursuant to General Municipal Law Section 119-o, the department is purchasing the service	es

required through an inter-municipal agreement.

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

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

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

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

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

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

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

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

#### 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 Jose Armas
	Date of birth/
	Home address
	City/state/zip
	Business address 4960 SW 72 Avenue, Suite 400
	City/state/zip Miami, FL 33155
	Telephone 305/662.8522
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President 1 0/1 1/1 4 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. 100% owner
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 $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES $X$ NO If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES X NO provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	misdemeanor? YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tro includi princip	ition to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such igation.
11.	respoi proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

# 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. \_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. Sworn to before me this day of 20 **Notary Public** Armor Correctional Health Services of NY,Inc Name of submitting business

Print name

Signature

Title

Date

#### 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 Bruce A. Teal
	Date of birth//
	Home address
	City/state/zip
	Business address 4960 SW 72 Avenue, Suite 400
	City/state/zip Miami, FL 33155
	Telephone 305/662.8522
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President// Treasurer//
	Chairman of Board/ Shareholder//
	Chief Exec. Officer 1 0/1 1/1 4 Secretary/
	Chief Financial Officer// Partner//
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO $\underline{X}$ If Yes, provide details.

6.	Section	by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES X NO provide details. See attached	
	11 100,	See attached	
ope Pro	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or at page and attach it to the questionnaire.	
7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:			
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If Yes, provide details for each such instance.	
		TEO NO X	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\underline{X}$ If Yes, provide details for each such instance.	
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO $\underline{X}$ If Yes, provide details for each such instance.	
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO $\underline{X}$ If Yes, provide details for each such instance.	
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings duthe 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 any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed responsing questions checked "YES". If you need more space, photocopy the appropriate page attach it to the questionnaire.)			
	a)	Is there any felony charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO $\underline{X}$ If Yes, provide details for each such charge.	
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO $\underline{X}$ If Yes, provide details for each such conviction.	

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO $\underline{X}$ If Yes, provide details for each such occurrence.
9.	years, investi subject for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO $\underline{X}$ If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization $n$ response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, $n$ g but not limited to federal, state, and local regulatory agencies while you were a pallowner or officer? YES $\underline{X}$ NO $\underline{\hspace{0.2cm}}$ If Yes; provide details for each such $\underline{\hspace{0.2cm}}$ gation. New York State Attorney General
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO $\underline{X}$ If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES $\_\_\_$ NO $\underline{X}$ If Yes, provide details for each such

### 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

FALSE STATEMENT TO C	RIMINAL CHAP	RGES.
the items contained in the f attachments; that I supplied knowledge, information and circumstances occurring af the contract; and that all inf information and belief. I und	oregoing pages I full and comple I belief; that I wi ter the submissi formation supplications that the	duly sworn, state that I have read and understand a of this questionnaire and the following pages of ete answers to each item therein to the best of my II notify the County in writing of any change in on of this questionnaire and before the execution of ed by me is true to the best of my knowledge, e County will rely on the information supplied in this enter into a contract with the submitting business
Sworn to before me this	day of	20
Notary Public		
Armor Correctional Health Se	······	
Bruce A. Teal Print name		
Signature		
Chief Executive Officer Title		
// Date	<del></del>	

## **Detail in Response to Principal Questionnaire #6**

In the past three years, Armor Correctional Health Services, Inc. has been awarded contracts for correctional healthcare services by the following entities:

- Lee County, FL
- Minnehaha County, SD
- Virginia Department of Corrections
- Osceola County, FL
- Volusia County, FL
- Lake County, IL
- Collier County, FL
- Jefferson County, FL
- Pamunkey Regional Jail, VA
- Weld County, CO
- Larimer County, CO

#### **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).

Da	te: May 15, 2017
1)	Proposer's Legal Name: Armor Correctional Health Services of NY,Inc.
2)	Address of Place of Business: 4960 SW 72 Avenue, Suite 400, Miami, FL 33155
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Ph	one : 305/662.8522
Do	es the business own or rent its facilities? <u>Rent</u>
4)	Dun and Bradstreet number: None
5)	Federal I.D. Number: <u>47-2198762</u>
6)	The proposer is a (check one): Sole Proprietorship Partnership X Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes X No If Yes, please provide details:
	Armor Correctional Health Services, Inc.
8)	Does this business control one or more other businesses? Yes No _X If Yes, please provide details:

⊌)	any other b	business have one or more amiliates, and/or is it a subsidiary of, or controlled by, business? Yes X No If Yes, provide detailsectional Health Services, Inc.
10)	County or a	oposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau any other government entity terminated? Yes No $\underline{X}$ If Yes, state the onding agency, (if a bond), date, amount of bond and reason for such cancellation e: or details regarding the termination (if a contract).
11)		pposer, during the past seven years, been declared bankrupt? Yes No X e date, court jurisdiction, amount of liabilities and amount of assets
12)	affiliated by investigation the past 5 a criminal in prosecuting performed	five years, has this business and/or any of its owners and/or officers and/or any usiness, been the subject of a criminal investigation and/or a civil anti-trust on by any federal, state or local prosecuting or investigative agency? And/or, in years, have any owner and/or officer of any affiliated business been the subject of nvestigation and/or a civil anti-trust investigation by any federal, state or local g or investigative agency, where such investigation was related to activities at, for, or on behalf of an affiliated business.
13)	affiliated by but not limit has any over any governagencies,	5 years, has this business and/or any of its owners and/or officers and/or any usiness been the subject of an investigation by any government agency, including ited to federal, state and local regulatory agencies? And/or, in the past 5 years, where and/or officer of an affiliated business been the subject of an investigation by ament agency, including but not limited to federal, state and local regulatory for matters pertaining to that individual's position at or relationship to an affiliated Yes X No If Yes, provide details for each such investigation.  New York State Attorney General
14)	had, either charges pe	urrent or former director, owner or officer or managerial employee of this business before or during such person's employment, or since such employment if the entained to events that allegedly occurred during the time of employment by the business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No X If Yes, provide details for each such charge
		b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge
		c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No X_

	If Yes, provide details for each such conviction			
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No X If Yes, provide details for each such conviction			
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No X If Yes, provide details for each such occurrence			
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No X_; If Yes, provide details for instance.			
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No $\underline{X}$ If Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire.			
Provide a def	railed response to all questions checked "YES". If you need more space,			
photocopy th	e appropriate page and attach it to the questionnaire.			
17) Conflict o a) <b>co</b> n	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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.  Armor will contact the County should any potential conflict arise.			

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. Should the proposer be other than an individual, the Proposal **MUST** include: Date of formation: i) Name, addresses, and position of all persons having a financial interest in the ii) company, including shareholders, members, general or limited partner; Name, address and position of all officers and directors of the company; iii) State of incorporation (if applicable); iv) The number of employees in the firm; V) Annual revenue of firm; vi) vii) Summary of relevant accomplishments viii) Copies of all state and local licenses and permits. B. Indicate number of years in business. C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. 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 \_\_\_\_\_ Contact Person Address

E-Mail Address\_\_\_\_\_

Company
Contact Person
Address
City/State
Telephone
Fax #
E-Mail Address
Company
Company Contact Person
Contact Person
Contact Person  Address  City/State
Contact Person

#### CERTIFICATION

CONNECTION WITH THIS QUESUBMITTING BUSINESS EN	JESTIONNAIRE MAY F FITY NOT RESPONSIB IN ADDITION, MAY SU	R FRAUDULENTLY MADE IN RESULT IN RENDERING THE LE WITH RESPECT TO THE PRESENT IBJECT THE PERSON MAKING THE	,
the items contained in the fore attachments; that I supplied fu knowledge, information and be circumstances occurring after the contract; and that all inforn information and belief. I unders	going pages of this questly and complete answers elief; that I will notify the the submission of this quation supplied by me is stand that the County w	state that I have read and understand a stionnaire and the following pages of to each item therein to the best of my County in writing of any change in uestionnaire and before the execution of true to the best of my knowledge, ill rely on the information supplied in this contract with the submitting business	
Sworn to before me this	day of	20	
Notary Public			
Name of submitting business:	Armor Correctional Healt	h Services of New York, Inc.	
By: Bruce A. Teal Print name			
Signature			
Chief Executive Officer Title			
//			

### **Attachment to Business History Form**

Armor Correctional Health Services of New York (ACNY) is an affiliated company of Armor Correctional Health Services, Inc., formed for the purpose of operating the contract at Nassau County Correctional Center.

ACNY was incorporated October 11, 2014 in the State of Florida. Dr. Jose Armas (4960 SW 72<sup>nd</sup> Ave, Suite 400, Miami, FL 33155) is the sole officer and sole stockholder. Annual revenues for 2016 were \$ 11,421,979 and we currently have 58 employees.

A copy of Armor's NY State business license will be provided under separate cover.

#### References:

Captain Michael R. Golio Nassau County Sheriff's Department 100 Carman Ave East Meadow, NY 11554 mgolio@nassaucountyny.go (516) 572-3865

Lt. Colonel Keith Neely Broward County Sheriff's Office 555 SE First Avenue Ft. Lauderdale, FL 33301 keith\_neely@sheriff.org 954.831.6403

Fax: 954.831.6065

Sheriff Wayne Ivey Brevard County Sheriff's Office 700 Park Avenue Titusville, FL 32780 wayne.ivey@bcso.us 321-264-5201

Fax: 321-633-0210

#### FILED: NEW YORK COUNTY CLERK 10/05/2016 12:30 PM

NYSCEF DOC. NO. 141

INDEX NO. 450835/2016

RECEIVED NYSCEF: 10/05/2016

## SUPREME COURT OF THE STATE OF NEW YORK - NEW YORK COUNTY

PRESENT:	BLUTH, ARLENE P.			PART 32
	ARLENE P. BLUTH	Justice		
PEOPLE OF THE	STATE OF NEW			
			INDEX NO	450835/2016
			MOTION DATE	10/18/2016
	- V -			
ARMOR CORREC	CTIONAL HEALTH		MOTION SEQ. NO.	001
The following pap	ers, numbered 1 to	, were read	I on this application to/for	
Notice of Motion/ Pe	etition/ OSC - Affidavits - Exhibits		No(	s)
Answering Affidavits	s - Exhibits	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	No(	s)
Replying	************************************		No	(s)
DATE: 1	0/5/2016		Uk	ARLENE P. BLUTH J.S.C.
4 CUECK ONE	: X CASE DISPOSE	n ſ	NON-FINAL DISPOSIT	SLUTH, ARLENE P. , JSC
1. CHECK ONE 2. APPLICATION	: X CASE DISPOSE : GRANTED	DENIED	GRANTED IN PART	XOTHER
3. CHECK IF APP	블	ا ا	SUBMIT ORDER	L-mad
	DO NOT POST	. [	FIDUCIARY APPOINT	MENT REFERENCE
450835/2016 PEO	PLE OF THE STATE OF NEW VS. AR	MOR CORREC	TIONAL HEALTH Motion I	No. 001

## SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK, by ERIC T. SCHNEIDERMAN, Attorney General of the State of New York,

Petitioner,

Index No. 450835/2016 IAS Part 32

Assigned to: Justice Arlene P. Bluth

- against -

ARMOR CORRECTIONAL HEALTH MEDICAL SERVICES OF NEW YORK, INC. P.C., and ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.,

Respondents.

### STIPULATION OF SETTLEMENT AND DISCONTINUANCE

This Stipulation of Settlement and Discontinuance (the "Agreement") of the above-entitled proceeding ("this Litigation") is entered into by and between the Petitioner, the People of the State of New York by Eric T. Schneiderman, Attorney General of the State of New York ("NYAG"), and Respondents Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc. (collectively, "Armor"), and, except to the extent limited by Paragraph 15, extends as well to anyone acting on Armor's behalf, including but not limited to Armor's principals, employees, agents, and/or assignces who are involved in the conduct of the business that is the subject of this Litigation, and to any parent, affiliate or successor corporation or other corporation purchasing Armor's assets, company, business entity or other entity that Armor may now or hereafter act or conduct business through that is the subject of this Litigation.

- 2. "Parties" means the NYAG and Armor, collectively and as defined herein.
- 3. This Court has jurisdiction over the subject matter of this Litigation and over all Parties. The Parties agree, for purposes of this Agreement, that venue is proper in New York County.
- 4. The terms of this Agreement shall be governed by the laws of the State of New York.
- 5. On or about July 12, 2016 the NYAG filed a Verified Petition (the "Petition") in the Supreme Court for the County of New York, naming Armor as Respondents, alleging violations of the New York State False Claims Act, N.Y. State Finance Law § 187 et seq., N.Y. Executive Law § 63(12), and N.Y. Executive Law § 63-c.
- 6. Armor has denied these allegations and asserts that it has not violated any applicable laws, regulations, ordinances or legal or contractual obligations.
  - 7. This Agreement reflects a negotiated agreement among the Parties.
- 8. The Parties have agreed to resolve the issues, claims and matters raised in the Petition and occurring through the date of the filing of the Litigation, by entering into this Agreement.
- 9. Neither Armor's performance of this Agreement nor the negotiations between the Parties surrounding the Agreement shall be considered an admission by Armor of any wrongdoing or liability of any kind.
- 10. This Agreement is not intended for use by any third party in any other action or proceeding and is not intended, and should not be construed as, an admission of wrongdoing or liability by Armor. The NYAG will not cite the Agreement in any action or proceeding as an admission of Armor's wrongdoing or liability.
  - 11. This Agreement does not constitute an approval by the NYAG of Armor's

business practices, and Armor shall make no representation or claim to the contrary.

- 12. Armor has demonstrated and represented that it no longer intends to seek new contracts in New York during at least the three-year period following the Effective Date.
  - 13. By entering into this Agreement, Armor agrees to the following:
- A. For a period of three years from the Effective Date, Armor agrees not to bid on or enter into any contract with any municipality in New York State for the provision of jail health services; and
- B. Within ten days of the Effective Date, and in full and final settlement of this Litigation, Armor agrees to pay and the NYAG agrees to accept the sum of Three Hundred and Fifty Thousand dollars (\$350,000.00) by check payable to the State of New York.
- 14. Solely for the NYAG's purposes and without any admission by Armor, upon receiving the payment from Armor, the NYAG intends to designate Two Hundred and Fifty Thousand dollars (\$250,000.00) of that payment to Nassau County as reimbursement related to Armor's performance of certain contractual obligations to the County during the time period covered by the Litigation, with the balance as penalties to the State of New York.
- any successor or future purchaser of Armor's stock or assets, or any successor entity that results from a merger, that as of the date of this Agreement or in the future is a party to contracts with municipalities in New York State, provided that, for a period of three years following the Effective Date, such successor or purchaser does not engage any of Armor's senior management officials to supervise the provision of services in, or work at, any New York jail, except as approved by the NYAG. "Senior management officials" as used in this paragraph includes (i) all management at Armor's corporate headquarters who had direct responsibility for

overseeing the provision of services at the Nassau County Correctional Services and (ii) management, including directors, working directly at Nassau County Correctional Center. This includes all individuals employed in such positions at any point in the twelve months prior to the Effective Date.

- 16. The Court shall retain jurisdiction for the purpose of enforcing and modifying this Agreement.
- 17. It is hereby stipulated and agreed, by and between the Parties, that the Petition and this Litigation is dismissed with prejudice, and without costs to any party as against another.
- 18. Nothing herein shall limit either the NYAG's or Respondents' right to seek other remedies provided by law for a violation of this Agreement, including remedies for contempt of court and for enforcement of the Agreement. The NYAG has the right to seek injunctive relief, and all other appropriate and necessary relief, to enforce this Agreement. If a court of competent jurisdiction determines that Armor has breached this Agreement, Armor shall pay to the NYAG the cost, if any, of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.
- 19. This Agreement constitutes the entire, complete, and only agreement and understanding by and between the Parties with respect to the subject matter hereof.
- 20. This Agreement may not be modified orally, but may be modified only by a writing signed by each Party.
- 21. The Effective Date for this Agreement is the date that it is fully executed by the Parties.
- 22. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures provided

by facsimile transmission or in Adobe Portable Format (PDF) sent by electronic mail shall be deemed to be in original signatures.

For Respondents, Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc. Date: Bruce Teal, CEO For the NYAG: By: Lisa Landau Bureau Chief Health Care Bureau 120 Broadway, 26th Floor New York, NY 10271 Date: \_\0/3/16 Dorothea Caldwell-Brown Assistant Attorney General Health Care Bureau 120 Broadway, 26th Floor New York, NY 10271 Date: \_10/4/16 Elizabeth Chesler Assistant Attorney General Health Care Bureau 120 Broadway, 26th Floor New York, NY 10271

Date: 10/3

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### **NYS Department of State**

### **Division of Corporations**

#### **Entity Information**

The information contained in this database is current through August 17, 2012.

Selected Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Selected Entity Status Information

Current Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

**DOS ID #:** 4090357

Initial DOS Filing Date: MAY 05, 2011

County:

NASSAU

Jurisdiction:

FLORIDA

**Entity Type:** 

FOREIGN BUSINESS CORPORATION

**Current Entity Status: ACTIVE** 

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O CT CORPORATION SYSTEM 111 EIGHTH AVENUE NEW YORK, NEW YORK, 10011

Registered Agent

CT CORPORATION SYSTEM 111 EIGHTH AVENUE NEW YORK, NEW YORK, 10011

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

#### \*Stock Information

# of Shares

Type of Stock

\$ Value per Share

No Information Available

\*Stock information is applicable to domestic business corporations.

#### Name History

Filing Date Name Type

**Entity Name** 

MAY 05, 2011 Actual

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE; New York State does not issue organizational identification numbers.

Search Results New Search

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#### COUNTY OF NASSAU

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

Name of the Entity: Armor Correctional Health Services of New York, Inc.	
Idress: 4960 SW 72 Avenue, Suite 400	
ty, State and Zip Code; Miami, FL 33155	
Entity's Vendor Identification Number:	
Type of Business:Public CorpPartnershipJoint Venture	
Ltd. Liability Co XClosely Held CorpOther (specify)	
List names and addresses of all principals; that is, all individuals serving on the Board of rectors or comparable body, all partners and limited partners, all corporate officers, all part Joint Ventures, and all members and officers of limited liability companies (attach addition eets if necessary):	ies ıal
se Armas at same address	
List names and addresses of all shareholders, members, or partners of the firm. If the areholder is not an individual, list the individual shareholders/partners/members. If a Publicld Corporation, include a copy of the 10K in lieu of completing this section.	cly
ose Armas	

Page 2 of 4
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.
Armor Correctional Health Services, Inc.
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
None

### Page 3 of 4

(b) Describe lobb description of lobbying	bying activity of each lobbyist. See below for a complete activities.
None	
p	
(c) List whether Nassau County, New Yo	and where the person/organization is registered as a lobbyist (e.g., ork State):
None	
8. VERIFICATION: The contractor or Vendor au	is section must be signed by a principal of the consultant, thorized as a signatory of the firm for the purpose of executing Contracts.
	s and so swears that he/she has read and understood the foregoing to his/her knowledge, true and accurate.
Dated:	Signed:
	Print Name: Bruce A. Teal
	Title: Chief Executive Officer

#### Page 4 of 4

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

#### AMENDMENT NO. 3

THIRD AMENDMENT TO CONTRACT FOR SERVICES, (this "Third Amendment"), made as of the date on which this Third Amendment is executed by Nassau County (the "Effective Date"), by and between NASSAU COUNTY (the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting for and on behalf of the Nassau County Sheriff's Department (the "Department"), having its principal office at 100 Carman Avenue, East Meadow, New York 11554, and ARMOR CORRECTIONAL MEDICAL & HEALTH SERVICES OF NEW YORK, INC. ("Armor"), a Florida corporation having its principal corporate offices at 4960 S.W. 72 Avenue, Ste. 400, Miami, Florida 33155 (each a "Party," collectively, the "Parties").

#### WITNESSETH:

WHEREAS, the County and Armor executed a Health Services Agreement effective May 5, 2011 (the "Agreement"), by which Armor contracted to perform certain services for the County as the provider of medical, mental health, dental and ancillary services (the "Inmate Medical Services") to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center to be delivered to detainees housed by the Sheriff;

WHEREAS, the term of the Agreement was from June 1, 2011 through May 31, 2013, with an option to renew the term of the Agreement for up to two additional one (1) year periods under the same terms and conditions;

WHEREAS, in June 2013, the County and Armor entered into the First Amendment (the "First Amendment"), which renewed the terms of the Agreement for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2015;

WHEREAS, in June 2015, the County and Armor entered into the Second Amendment (the "Second Amendment"), which renewed the terms of the Agreement, as amended, for an additional two (2) years, commencing June 1, 2015, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2017;

WHEREAS, notwithstanding the May 31, 2017 termination date of the Agreement, as amended, the County is in the process of transferring the Inmate Medical Services to the Nassau Health Care Corporation ("NuHealth") and, in connection therewith, has requested that Armor continue to provide Inmate Medical Services; and

WHEREAS, the County and Armor desire to further extend the term of the Agreement and to modify certain terms thereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Term Extension. The Agreement is hereby extended for an additional three (3) months (such three-month period, the "Transfer Period"), commencing June 1, 2017, so that the termination date of the Agreement, as amended by this Third Amendment, is now August 31, 2017, provided, however, that the County shall have the right to terminate the Transfer Period, and, by extension, the Agreement, at such sooner date as the County may deem to be in the best interests of the County, upon thirty (30) days prior written notice or such shorter notice as may be mutually agreed upon by the Parties. It is the intention of the Parties that there will be no further extensions of the Agreement or the Transfer Period, and the County waives any rights it may have to seek a further extension. Under no circumstance shall Armor be required to provide any services, including transition services, after the expiration of the Transfer Period, provided, however, that Armor will respond to reasonable requests for information and consultation via telephone or e-mail.

#### 2. Payment. (a) Amount of Consideration.

- (i) Base Monthly Compensation. The base compensation amount to be paid to Armor by the County during the Transfer Period as full consideration for Armor's onsite services pursuant to the Agreement shall be as follows: June 2017--\$1.5 million; July 2017--\$1.6 million; and August 2017--\$1.7 million. Such amount(s) shall not be payable if the Third Amendment is terminated prior to the month in which services are to be provided. To be paid no later than 15 days after the invoice is received, subject to prompt review and approval by the County Comptroller.
- (ii) Offsite Services. The Cost-Sharing provisions contained in paragraph 6 of the Agreement, as amended by paragraph 2 of the First Amendment, are hereby deleted in their entirety. Effective throughout the Transfer Period, the County shall bear 100% of the cost of Offsite Services. In connection with utilization of Offsite Services, Armor will continue to follow the policies and procedures governing Offsite Services that are now in effect.
- (iii) Pharmacy Services. Effective throughout the Transfer Period, the County and the Contractor shall share the cost of Pharmacy Services. For the Transfer Period, the Contractor shall pay all Pharmacy Services costs up to \$250,000 for the three-month period. If Pharmacy Services exceed \$250,000 during the Transfer Period, then Armor will pay such amounts and be reimbursed 100% of such overage. If Pharmacy Services are less than \$250,000 during the Transfer Period, then Armor will refund 100% of such underage. The \$250,000 limit will be pro-rated if the contract is terminated early. Nothing in this Third Agreement shall affect the County's responsibility for the cost of blood products and medicines necessary to treat hemophiliacs solely for the condition of hemophilia, or required to be utilized due to the inmate's condition of hemophilia, as provided for in Paragraph 3(v) of the Agreement. In connection with utilization of Pharmacy Services,

Armor will continue to follow the policies and procedures governing Pharmacy Services that are now in effect.

(iv) \$155,000 Payment. Within twenty (20) days of the execution of this Third Amendment, the County shall pay to Armor the sum of One Hundred Fifty-Five Thousand (\$155,000.00) Dollars representing a release of the money deducted by the Nassau County Comptroller's Office from the County's payment of Armor's July Claim #VDCC16000137. The Comptroller's Office had deducted the \$155,000 pending further review as to whether there should be imposed a financial penalty under the National Commission on Correctional Health Care accreditation provisions of the Agreement, which review has determined that the penalty is not due and owing from Armor.

#### 3. Extension of Services.

- (a) During the Transfer Period, Armor will continue to provide the Inmate Health Services in accordance with the terms and conditions of the Agreement, as amended by this Agreement. In addition to the provision of Inmate Health Services, and in consideration of the Base Monthly Compensation set forth above in paragraph 2, Armor hereby agrees that during the Transfer Period Armor and its representatives will cooperate in all reasonable respects with NuHealth and its representatives, and will take such actions as are reasonably necessary, all in connection with and so as to facilitate a smooth and orderly transfer of the Inmate Medical Services to NuHealth. Without limiting the generality of the foregoing, Armor will: (i) make its staff available to meet with NuHealth staff at mutually acceptable times; (ii) share and provide access to reports, records, documents and other operational information; (iii) allow NuHealth staff to "shadow" Armor staff with respect to performance of Inmate Medical Services; and (iv) take such other actions as are reasonably requested by NuHealth or the County to facilitate a smooth and orderly transfer. NuHealth will assume operational control no later than September 1, 2017.
  - (b) Armor's provision of the Inmate Health Services and the other services described in this Paragraph 3 during the Transfer Period shall be in satisfaction of the "Contractor Assistance upon Termination" provisions set forth in paragraph 14 (c) of the Agreement to the extent such paragraph is applicable.
- 4. No Performance Indicator Penalties or Payment Adjustments; Mutual Limited Release. The County hereby agrees that in consideration of the Two Hundred Fifty Thousand (\$250,000.00) Dollar payment made to the County by Armor pursuant to Paragraph 14 of that certain Stipulation of Settlement and Discontinuance by and between The People of the State of New York and Armor (Supreme Court: New York County; Index No. 450835/2016), and in consideration of Armor's agreement to provide the Inmate Health Services during the Transfer Period in accordance with the terms and conditions of this Amendment, the County hereby waives any claim to past, present or future performance indicator penalties under the Agreement, or to payment

adjustments therefore, and hereby releases Armor for any such past, present or future claims for performance indicator penalties under the Agreement. In addition, each Party hereby releases the other Party with respect to claims for payments that may be due and owing under Paragraphs 3(c) and 6 of the Agreement, as amended by the First Amendment and/or the Second Amendment, as of the Effective Date. No other claims are waived or released, including, without limitation, indemnification and defense claims under Paragraph 11 of the Agreement. The County reserves all other rights.

5. <u>Full Force and Effect</u>. Except as expressly amended by this Amendment, all terms and conditions of the Agreement, the First Amendment, and the Second Amendment are unchanged, and remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this AMENDMENT NO. 3 as of the Effective Date.

Ву:
Name:
Title:
Date:
ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.
By:
Name: Bruce Teal
Title: CEO
Date: $\frac{5}{12}$ \frac{12}{2017}

COUNTY OF NASSAU

Tennesse STATE OF NEW-YORK) )ss.:
On the 12 day of May 2017 in the year 2017 before me personally came
bruce Teal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Sommer; that he or she is the of frow Correction Heart Medithe 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.
LISSETTE SANDINAS Notary Public - State of Florida My Comm. Expires Am 11, 2018 Commission # FF 055704
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On theday of in the year 2017 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a <b>Deputy</b> 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

ALB 2022170v3



Department: N. C., Sheriff's Dept.

# E-96-15

Contract Detail	S	SEF	WICE: Compre	hensive Inmate Health	Care Services	
NIFS ID#;CLCC150	000006	NIFS Entry Da	ate: <u>4/28/15</u>	Term: from <u>6/1/15</u>	to 5/31/17	
New 🗌 Renewal 🛛	1) N	1) Mandated Program:			Yes No No	
Amendment	2) (	Comptroiler App	roval Form Atta	ched:	Yes No No	
Time Extension	3) (	CSEA Agreemen	t § 32 Complian	ce Attached:	Yes 🔲 No 🖂	
Addl. Funds	4) \	Vendor Ownersh	ip & Mgmt, Dis	closure Attached:	Yes 🗌 No 🗀	
Blanket Resolution  RES#	5) I	nsurance Requir	ed		Yes No	
Agency Inform	ation	,,,,,,,, <u>,,,,,</u>				
Name Armor Correctional Health Se of NY, Inc.	Vicinide ervices	Vendor ID# 611642662-01		Department Costect Kathleen Kelly	स्टब्रह्म इस्टब्रह्म स्टब्रह्म इस्टब्रह्म	
Address 4900 S.W. 72 <sup>nd</sup> Ave. Suite 400 Miami, FL 33155		Contact Person  Karen Davies, V.P.  Phone 954-649-3043		100 Carman Av East Meadow, I	Nassau County Correctional Center 100 Carman Ave. East Meadow, NY 11554	
Routing Slip		o-mail:				
n de la compania del compania del compania de la compania del compania del compania de la compania dela compania del compania del compania del compania del compania de		enal Vortication	App 14	- Sit XX it UAC	der Approx Regulation	
Department		ry (Dept) rvl (Dept. Head) or Registered	B 1/3/2		2	
OMB	NIFS App		□3 4 15 J	I-Jan	Ye a PNo L Not required it blanket resolut	
I I COUNTY ATTOMICAL		RE & Insurance Grant Dyagon		DR 5, &		
7		Approval as to form		0058	W W W	
Legislative Affairs Fw'd CA		'd Original Contract to		Reella Q O	elrows	
County Attorney NIES		S Approval		- C - C -		

Comptroller

County Executive

NIFS Approval Notarization

Filed with Clerk of the Leg.



Ontract Summary

Description: Comprehensive Inmate Health Care Services 6/1/15 to 5/31/17

Purpose:

To renew the original agreer	ment for an additional two	years pursuant to Se	ection 1, Ter	m of the original agreement.	
Method of Procurement:  N/A  Laddition! Years print  the Ref first argued co-  Procurement History:	add 5 to be 4 yearstranks	orginal dom. A	opeus to	be an acceptable departure	Prom (D)
				ualified bidder with the most reason	
Description of General Prov Contractor will continue to p County Sheriff's Departmen	provide comprehensive me	edical, mental health	and ancilla	ry services to inmates in the custod	y of the Nassau
Impact on Funding / Price A Additional funds are require	analysis: d for the renewal period o	of two years, with a b	oudget impa	ct of \$11,010,000.00 per year.	
Change in Contract from Pr Contractor is providing add	ior Procurement: Itional staff to provide serv	vices, and has added	a service.		
Recommendation: Approve					
Advisement Info		(##SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS			
Fund: GEN	PUNDING SOLUCIO		a Lank	CCGEN1320/DE524	\$ 0.01
Fund: GEN Control: 10	Revenue Contract	\$ 0.01	2	COOEN (SZOIDESZ4	\$ 0.01
Resp: 1320	Federal	\$	3		\$
Object: 524	State	\$	4		\$
Transaction: CA	Capital	\$	5	WAR AND THE STATE OF THE STATE	\$
	Other	\$	6		\$
PMW.	TOTAL	\$ 0.01		TOTAL	\$ 0.01
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### RULES RESOLUTION NO. 117-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND
ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Pussed by the Rules Committee
Nassau County Logislature
By Voice Vote on 6-7-5
VOTING:
ayes 2 sayes 0 abstained 2 recused 0
Logislators apparent

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, 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 the agreement with Armor Correctional Health Services of New York,

Inc.

#### AMENDMENT NO. 2

This Second Amendment and Extension to the Contract for Services between Nassau County (the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting for and on behalf of the Nassau County Sheriff's Department (the "Department"), having its principal office at 100 Carman Avenue, East Meadow, New York 11554, and Armor Correctional Health Medical Services of New York, Inc., a Florida corporation having its principal corporate offices at 4960 S.W. 72 Avenue, Ste. 400, Miami, Florida 33155, and operating as a foreign professional corporation in New York State as Armor Correctional Health Medical Services of New York, Inc. P.C. (doing business as Armor Correctional Health Services of New York, Inc. ("Armor").

WHEREAS, the Parties executed a Health Services Agreement effective May 5, 2011 (the "Agreement"), by which Armor contracted to perform certain services for the County as the provider of medical, mental health, dental and ancillary services to immates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center ("Inmate Medical Services") to be delivered to detainees housed by the Sheriff;

WHEREAS, the County on behalf of its Department seeks to extend the Agreement to have Armor continue to provide the Inmate Medical Services as more fully described in the Agreement.

WHEREAS, the term of the Agreement was from June 1, 2011 through May 31, 2013, with an option to renew the term of the Agreement for up to two additional one (1) year periods under the same terms and conditions;

WHEREAS, in June 2013, the Parties entered into the First Amendment, which renewed the terms of the Agreement for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2015.

WHEREAS, pursuant to the Agreement, subsection (c) of Section 6. <u>Payment</u>, the parties agreed to renegotiate the reimbursable amounts and payment terms therein for the renewal period;

WHEREAS, pursuant to the Agreement, Armor provides services to Sheriff's Department Personnel as specified in subsection (1) of paragraph 3. Services therein;

WHEREAS, the County and Armor desire to extend the term of the Agreement and the compensation due to Armor thereunder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

- 1. <u>Term Renewal</u>. The Agreement shall be renewed for an additional two (2) years, commencing June 1, 2015, so that the termination date of the Agreement, as amended by this Second Amendment, shall be May 31, 2017 (the "Renewal Term").
- 2. Payment, (a) Amount of Consideration. (1). The base compensation amount to be paid to Armor as full consideration for Armor's onsite services pursuant to the Agreement during the first year of the Renewal Term June 1, 2015 to May 31, 2016 shall be increased by 3.0% or CPI Medical Care expenditure category for the Northeast region, whichever is lower, over the most recent base compensation. For the second year of the Renewal Term, the amount of compensation due to Armor for onsite services shall be the previous contract year's base compensation amount adjusted by 3.0% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower.
- 3. To the extent that this Second Amendment modifies anything in the Agreement or the First Amendment, the terms contained herein shall supersede and replace those terms.

4.	In all other respects, the terms and conditions of the Agreement, as amended and
extended,	shall continue unchanged and in full force and effect.

REMAINDER OF PAGE INTENTIONALL LEFT BLANK

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this Second Amendment and Extension to the Contract for Services.

County of Nassau

Date: 6/19/5

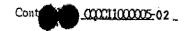
Armor Correctional Health Services of New York, Inc.

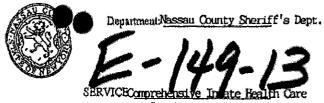
Name: FAREN DAVIES
Title: President

STATE OF NEW YORK)
)ss.; COUNTY OF NASSAU )
On the 28 day of 100 in the year 2015 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 100 ; 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 by authority of the board of directors of said corporation.
NOTARY PUBLIC
LISA CEBOLLERO  Notary Public - State of Florida  My Comm. Expires May 30, 2018  Commission # FF 090831
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the 19 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in 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.

CONCETTA A PETPUCCI
COMMY Public, State of New York
No. 01PE0256026
Qualified in Massau County
Commission Expires April 02, 20

NOTARY PUBLIC





### Contract Details

New [] Renewal [		1) Mandated Program:	Yes X	No 🗌
Amendment [	KI .	2) Comptroller Approval Form Attached:	Yes 🔲	No □
Time Extension		3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No □
Addl. Funds [		4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗌	No 🗌
Blanket Resolution [ RES#		5) Insurance Required	Yes 🗍	No □

### Agency Information

A Land Walk Confidence	
Nuce Armor Correctional Health	Vecdor D#
Services of NY, Inc.	611642662-01
Aldris 4960 S.W. 72nd Ave.	Connet Person
Suite 400	Karen Davies, V.P.
Miami, Fla. 33155	Phoce 954-649-3043
Miami, Fla. 33155	

Department Contest
Linda Bednor

Address
Vassau County Correctional Center
LOO Carmen Ave., East Meadow, NY 11554
Phone
516-572-3810

### Routing Slip

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***	Department		Vendor Administration NIFS Appvl (Dept. Head)							
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<u></u>	County Attorney		NIFS Approval		107		61 Q L	`S <sub>e</sub> )		X WAY
	County Comptroller		MIFS Approval	Y	76	14	\$2,		टस्ट 7/स्त	N CONTRACTOR

CLCC/3000001

Department: County Sheriff's Dept.

An In

County Executive

Notarization Filed with Clerk of the

Contract Sum	mary							
Descriptions Comprehensive inmate Health Care Services 6/1/13 to 5/31/15								
Purpose:								
To renew the ori	ginal agreement	for an additional	two yes	ara baran	ant to	Section:	I. Term of	the
original agreement.								
Method of Procurement: N/A								
Procurement History:	AAA-HIIIII AAAHII AAA		The state of the s	ang firitizara nyayana ƙasar sa ma'al	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>			
An RFP was publi	shed on 7/30/09.	Contractor was	found to	be the n	nost r	esponsibl	e/qualified	bidder
An RFP was published on 7/30/09. Contractor was found to be the most responsible/qualified bidder with the most reasonable costs.								
Description of General Provi	sionsı	A CONTRACTOR OF THE CONTRACTOR	II. J. W. Y. G					
inmates in the custody	continue to provi of the Nassau C	ide comprehensive punty Sheriff's D	medical epartmen	., mental	healt	h and anc	illary serv	ices to
Impact on Funding / Price Analysis:								
Additional funds	are required for	the renewal nor	ind of m	UK WARMA	, el selle	a hadran		M12 710 cor oo
per year, \$6,848,68	6.25 for firs	t 7 months in	2013.	wo years,	MTITI	a bunger	impact of	\$11,740,605,00
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Change in Contract from Price	or Procurements wilding additions	il atolik to ment	1 .1					
Contractor is pro	ALTONIA GOVERNOR	r argitt to bloom	je tne si	ervices,	and h	as added i	ervice.	
Recommendation: (approve a	s submitted)			**************************************		**************************************		
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### RULES RESOLUTION NO. 209-2013

E-149-13

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 SHERIFF'S DEPARTMENT AND
ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

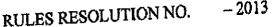
Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-15-13
VOTING:
ayou 7 usyes 0 abstained 0 rocused 0
Legislaters present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, 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 the agreement with Armor Correctional Health Services of New York,

Inc.



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 SHERIFF'S DEPARTMENT AND
ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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Inc.

\* Geor'ge Maragos Comptroller

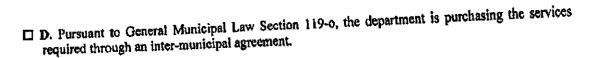


OFFICE OF THE COMPTROLLER 240 Old Country Road Mincola, Now York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Armor Correctional Health Services	of New York, Inc.
CONTRACTOR ADDRESS: 4960 S.W. 72nd Ave., Suite 400	Mismi, Fla. 33155
FEDERAL TAX ID #: 61-1642662	
Instructions: Please check the appropriate box ("Eroman numerals, and provide all the requested informations of the control of	nation.
I. The contract was awarded to the lowest, respons for sealed bids. The contract was awarded after a req in [newspaper] [date]. The sealed bids were publicly opened on sealed bids were received and opened.	uest for sealed bids was published
II. II The contractor was selected pursuant to a Requirement to a Requirement was entered into after a written request for proposed [date]. Potential proposers were made aware of the availability of [newspaper advertisement, posting on website, mailing, etc.].	sals was issued on 7/30/09  f the RFP by newspaper ad and*
copies of the RFP. Proposals were due on 10/13/09 received and 6 evaluated.** The evalua of: Representatives of County CMB, County DH, County CMH, the St Attorney's Office	[date], 7 [#] proposals were
ranked. As a result of the scoring and ranking (attached), the high "published on the Nessau County Furchasing Website.	ers]. The proposals were scored and nest-ranking proposer was selected.
**one proposer was disqualified.	



VI. 

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

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

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

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

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

Department Head Signature

Bate Date

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

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

#### AMENDMENT NO. 1

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQCC11000005 between the County and the Contractor, executed on behalf of the County on May 5, 2011 the "Original Agreement"), the Contractor performs certain services for the County as the provider of medical, mental health, dental and ancillary services to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center ("Inmate Medical Services");

WHEREAS, the County on behalf of its Department seeks to extend the Original Agreement to have the Contractor continue to provide the Inmate Medical Services as more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement is from June 1, 2011 through May 31, 2013, with an option to renew the term of the Original Agreement for up to two additional one (1) year periods under the same terms and conditions (the "Original Term");

WHEREAS, pursuant to the Original Agreement, subsection (c) of section 6. <u>Payment</u>, the parties agreed to renegotiate the reimbursable amounts and payment terms therein for the renewal period;

WHEREAS, pursuant to the Original Agreement, Contractor provides services to Sheriff's Department Personnel as specified in subsection (1) of paragraph 3. Services therein;

WHEREAS, pursuant to the Original Agreement, Contractor provided and agreed to a Staffing Matrix, Attachment G thereto, but after commencement of the Contract increased the Staffing at no cost to the County;

WHEREAS, the County and the Contractor desire to extend the Original Term, modify section 6 (c). <u>Payment</u> of the Original Agreement and revise the Staffing Matrix to reflect the increased staffing, and subsection (!) of paragraph 3. <u>Services</u> to add an additional service;

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

- i. <u>Term Renewal</u>. The Original Agreement shall be renewed for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be May 31, 2015.
- 2. Payment. (a) Amount of Consideration. (1). The base compensation amount to be paid to the Contractor as full consideration for the Contractor's services under this Amended Agreement for the first twelve (12) months shall be Eleven Million Seven Hundred Forty Thousand Six Hundred and Five Dollars (\$11,740,605.00); or Ten Million Seven Hundred Forty Thousand Six Hundred and Five Dollars (\$10,740,605.00) should County wish to have Armor process all offsite claims and the County pay them directly.
- (2) In addition to the base compensation, the County shall pay Three and Sixty-four/one hundredth Dollars (\$3.64) per diem for each inmate, who is in custody of the Department for more than four hours, in excess of 1650 average daily population.
- (3) Offsite Services: Cost-sharing. The County and the Contractor shall share the cost of Offsite Services that exceed One Million Dollars (\$1,000,000.00). The shared costs shall be calculated using the two-step process as set forth in subsection (i), (ii) and (iii) (a)(3) of paragraph 6. of the Original Agreement, except to the extent that the County shall be responsible to pay the first One Million Dollars (\$1,000,000.00) in offsite services costs as set forth herein in this Amendment.
- (b) Amount of Consideration: Second Year. For the second year of the Amended Agreement, the base compensation amount for onsite services (\$10,740,605.00) shall be adjusted by 2.5% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower; unless the average daily number of inmates (ADP) in the custody of the Nassau County Sheriff's Department increases to 1600 or more, in which case the base compensation amount for onsite services shall be adjusted by 3% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower.
- 3. Services (I) Provision of Services to Sheriff's Department Personnel. In addition to the services provided for in subdivisions (1) and (2) of subsection (I) of the Original Agreement, Contractor agrees to provide any and all other vaccines to Sheriff's Department personnel, as requested by the County. County shall provide supplies and vaccines to Contractor, and Contractor shall maintain adequate records concerning any such request for and administering of additional vaccines.

- 4. <u>Staffing</u>. Contractor shall provide staffing as reflected in Attachment AA, attached hereto, to the Amended Agreement to provide the Services required in the Original Agreement and as amended in the Amended Agreement.
- 5. 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 Extension Term of the Amended Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the O day of June in the year 2011 before me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of 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.

STATE OF NEW YORK)

In the year 2011 before me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of 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.

STATE OF NEW YORK)

COUNTY OF NASSAU )

On the day of locust in the year 2011 before me personally came florant Local to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nessau, 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.

Duranner

DOREEN R. PENNICA NOTARY PUBLIC STATE OF NEW YORK COMMISSION NO. 01PE6170832 EXPIRES 7/23/20.11

# Electronic Articles of Incorporation For

P11000022212 FILEO March 03, 2011 Sec.: Of State Ishivers

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

#### Article I

The name of the corporation is: \*\*

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

#### Article II

The principal place of business address:

4960 SW 72ND AVE SUITE 400 MIAMI, FL. US 33155

The mailing address of the conporation is:

4960 SW 72ND AVE SUITE 400 MIAMI, FL. US 33155

### Article III

The purpose for which this corporation is organized is: ANY AND ALL LAWFUL BUSINESS.

# Article IV

The number of shares the corporation is authorized to issue is:

100

### Article V

The name and Florida street address of the registered agent is:

KENNETH PALOMBO 4960 SW 72ND AVE SUITE 400 MIAMI, FL. 33155

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: KENNETH PALOMBO

P11000022212 FILED March 03, 2011 Sec. Of State jshivers

#### Article VI

The name and address of the incorporator is

JOSE ARMAS 4960 SW 72ND AVE SUITE 400 MIAMI FL 33155

Electronic Signature of Incorporator: JOSE ARMAS, M.D.

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of his corporation and every year thereafter to maintain "active" status.

## Article VII

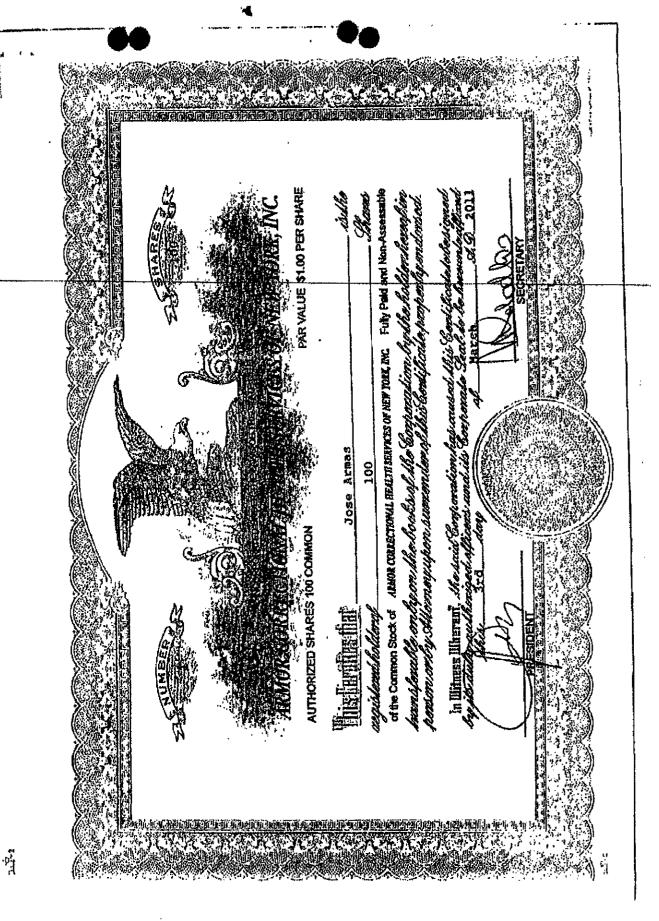
The initial officer(s) and/or director(s) of the corporation is/are:

Title: P JOSE ARMAS 4960 SW 72ND AVE, SUITE 400 MIAMI, FL. 33155

Titlo: S MARTA SOLODKO 4950 SW 72ND AVE, SUITE 400 MIAMI, FL. 33155

# Article VIII

The effective date for this corporation shall be: 03/03/2011



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Time Extension	3) CSEA Agmt. § 32 Compliance Attached	Yes No
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure	Attached: Yes No No
Blanket Resolution	5) Insurance Required	Yes X No 🗆
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4960 S.W. 72 nd Ave.	Karen Davies, V.P.	
Suite 400 Miami, Fla. 33155	Rhono	NCC 100 Carman Averue Fast Meadow, NY 11554
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logrify that off unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.

I certify that this document

PR5254 (8/03)

Name

# RULES RESOLUTION NO. 99 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU
COUNTY SHERIFF'S DEPARTMENT AND ARMOR CORRECTIONAL
HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee

Nassau County Legislature
By Voice Vote on Your Legislature
VOTING:
syes usyes 2 abstatued recused
Legislators present: (

WHEREAS, the County has negotiated a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental and ancillary services to inmates incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County

Legislature authorizes the County Executive to execute the said agreement
with Armor Correctional Health Services of New York, Inc.

George Maragos Comptroller



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

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Armor Correctional Health Services of New York, Inc.
CONTRACTOR ADDRESS: 4960 S.W. 72nd Ave., Suite 400 Miami, Fla. 33155
FEDERAL TAX ID #: 61-1642662
Instructions: Please check the appropriate box ("\sum") 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. In The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on 7/30/09 [date]. Potential proposers were made aware of the availability of the RFP by newspaper ad and*
[newspaper advertisement, posting on website, mailing, etc.]. Inknown [#] of potential proposers requested copies of the RFP. Proposals were due on 10/13/09 [date]. 7 [#] proposals were received and 6 evaluated. Here the evaluation committee consisted of; Representatives of County CMB, County DCH, County CMH, the Sheriff's Department and the County
Attorney's Office
[list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.   **published on the Nassau County Purchasing Website.**  ***tone proposer was disqualified.
Oue biologer was dredarities.

The cor	This is a renewal, extension or amendment of an existing contract.  Intract was originally executed by Nassau County on
of the creceived	[describe ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not d a satisfactory evaluation, the department must explain why the contractor should nevertheless be ed to continue to contract with the county.
propo	Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each sal.
	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.
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached trandum from the department head explains why the department did not 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 119-0, 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.
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VII.   This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

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

Department-Head Signature

Date

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

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

#### CONTRACT FOR SERVICES

#### WITNESSETH:

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

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

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

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

1. <u>Term.</u> This Agreement shall commence on May 14, 2011, and terminate on May 13, 2013, unless sooner terminated in accordance with the provisions of this Agreement; [provided, however, the County may renew this Agreement under the same terms and conditions, subject to the provisions of section 6. Payment below, for two additional one (1) year periods.]

#### 2. Definitions.

- (a) "County" as used herein is the County of Nassau, New York State
- (b) "Department" as used herein is the Nassau County Sheriff's Department
- (c) "NCCC" as used herein is the Nassau County Correctional Center
- (d) "Sheriff" as used herein is the Nassau County Sheriff or his designated representative
- (e) "Contractor" as used herein is Armor Correctional Health Services of New York, Inc.
- (f) "DCE" as used herein is the Chief Deputy County Executive or Deputy County Executive as designated by the Nassau County Executive.
- (g) "Subcontractor" as used herein is any facility, agency, organization or consultant that the Contractor utilizes to provide services or equipment pursuant to this Agreement, and which has been approved by the Department.

- (h) "Agreement" as used herein" is this document and any and all attachments hereto, and any and all matters incorporated herein by reference.
- (i) "Health Care Prescribing Provider" (HCPP) as used herein is any licensed medical or mental health practitioners that are licensed to prescribe medication, employed or subcontracted by Contractor, and includes, but is not limited to, the following titles: medical doctor, physician assistant, nurse practitioner, psychiatrist and dentist.
- (i) "Health Care Professional" (HCP) as used herein is any medical professional, not licensed to prescribe medication, employed or subcontracted by Contractor and includes but is not limited to the following titles: registered nurses, MSWs, licensed practical nurses, dental assistants, x-ray technicians and dieticians.
- (k) "Health Contract Administrator" as used herein is the County employee designated to oversee administration of and meniter compliance with this Agreement on behalf of the County and Department.
- (i) "inmate" as used herein is any person in the custody of the Sheriff and/or admitted to and incarcerated at NCCC.
- (m) "NCCHC" as used herein is the National Commission on Correctional Health Care
- (n) "Accreditation" as used herein is certification of NCCC by NCCHC as having met their published standards on jall-based health services
- (o) "SCOC" as used herein is the New York State Commission of Correction, a NYS agency responsible for oversight of all state and local jalls, prisons and police lock-ups.
- (p) "Minimum standards" as used herein are the standards promulgated by the SCOC for the management of county jalls, and the eare, custody and control of inmates remanded thereto.
- (q) "DOJ Settlement" as used herein is the agreement executed between the County of Nassau and the U.S. Department of Justice on April 22, 2002, setting forth certain requirements for comprehensive inmate health and mental health services for persons incarcerated at NCCC.
- (r) Health Services Administrator (HSA): Contractor's site manager having overall responsibilities of the day to day operations and management of Contractor's services and responsibilities pursuant to this Agreement.
- (s) "Offsite Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department at a location other than NCCC. Such services shall include outpatient and inpatient care. For

purposes of section 8. Payment, subsections (a) (3) and (b) (2), offsite services shall not include an inpatient admission of an inmate that occurs while the inmate is in police custody only, and remains in such inpatient status upon transfer of custody to the Department, or emergency room treatment of an inmate that occurs while the inmate is in police custody only.

- (t) "Outpatient Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department at a location other than NCCC, including hospital emergency room care and specialty clinic care, other than clinics located at NCCC.
- (u) "Inpatient Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department upon admission to a hospital bed.
- 3. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall consist of:
  - (a) Inmate Medical Services as set forth in RFP# SH0723-0924, attached hereto as Attachment A, and clarified in Contractors proposal dated October 13, 2009, attached hereto as Attachment B (each of which is incorporated herein by reference) and as set forth herein ("Services"):
    - (b) onsite specialty services and clinics as patient needs justify, including but not limited to: Orthopedics, Physical Therapy, Optometry (which will include, as necessary, diabetic screening), Chronic Care, infectious Disease, OB/Gyn, Dental, and Dialysis. Contractor and County agree to review statistics regarding off-site specialty clinic visits to determine which, if any, additional clinics can and will be provided onsite at NCCC;
  - (c) Infirmary/sub-acute care on site at NCCC, pursuant to Attachment C hereto and incorporated herein by reference. Contractor shall develop a list of needed equipment, and the cost of each individual piece of equipment, for the NCCC infirmary and provide it to the Department. Upon approval by the Department, Contractor shall purchase the listed equipment, unless the County elects to provide any equipment on the list. Once purchased, Contractor shall submit documentation of purchase and the County shall promptly reimburse Armor. All equipment purchased by Contractor and reimbursed by the County shall become County property. Upon request of the Department, Contractor shall provide proof of delivery to NCCC of all equipment herein.

- (d) All services as set forth in the Performance Indicators and Measurements, Attachment D attached hereto and incorporated herein by reference; however, there shall be a six (6) month grace period from commencement of services pursuant to this Agreement before withholds/penaltles/liquidated damages may be applied;
- (e) Contractor shall perform a medical and mental health intake screening on all inmates within four [4] hours of admission to NCCC. A full health assessment shall be performed within seven [7] days of admission to NCCC. Intake shall be available 24 hours / 7 days per week.
- (f) Contractor shall perform sick call a minimum of [5] five days per week, A licensed physician shall be on call 24 hours per day, seven days per week for immediate access by non-physician providers. Registered Nurses shall be guided by physician-approved nursing protocols.
- (g) Contractor shall have emergency services available 24 / 7, which services shall minimally include a registered nurse on site on the response team, with a licensed physician on call 24 hours per day.
- (h) All patients with known or suspected chronic conditions will be seen by an HCPP for examination within seven [7] days of admission to NCCO or discovery of such condition. Contractor shall develop and maintain a chronic care disease management program consistent with nationally accepted disease guidelines and shall include a current chronic disease registry of inmates. Chronic care clinics will minimally include asthma, cardiac, diabetes, neurology, hypertension and infectious disease.
- (i) Radiology services: Armor shall provide radiology services on site whenever possible. Abnormal results of significance shall be reported to the HCPP within 3 hours of the finding, and the action taken shall be documented in the medical record. All other results shall be reported, addressed and documented in the medical record within five (5) days.
- (j) Laboratory services: Armor shall provide laboratory services on site whenever possible. Critical results shall be reported to the HCPP within 3 hours of the finding, and the action taken shall be documented in the medical record. All other results shall be reported, addressed and documented in the medical record within five (5) days. Contractor will provide copies of all laboratory reports to the Gounty Department of Health as required pursuant to New York State and Lecal Laws.
- (k) 1. Mental health services shall be provided in accordance with all applicable laws and regulations including but not limited to the standards

promulgated by the New York State Commission of Correction, incorporated herein by reference, and the provisions of the DOJ Settlement (incorporated herein by reference and attached hereto as Attachment E). Patients who have routine referrals for mental health services shall be evaluated within 72 hours of referral. Emergency referrals shall be processed immediately and evaluated by the first available qualified staff.

- 2. Mental health staff shall conduct segregation rounds, three times weekly, in each housing area in which inmates are in administrative segregation.
- 3. Patients placed in mental health housing shall be seen by a clinician a minimum of once per week, and a minimum of once every two weeks by a psychiatrist. All instances of self injury shall be documented and the inmate shall be immediately assessed by the by the health care practitioner.
- (I) Provision of Services to Sheriff's Department Personnel.
  - (1) First Aid. Contractor shall provide on-site first aid services to correctional personnel working at NCCC and to civilian personnel on-site, when doing so does not jeopardize the provision of inmate healthcare. In the event of an emergency, the services to be rendered by the HCPP or HCP will consist first of triage-type evaluation, then, if the patient's condition warrants, stabilization pending transfer to acute care.
  - (2) Medical Screening Services for Sheriff's Department Correctional Personnel. NHCC shall, on a yearly basis, offer a tuberculosis screening test (PPD) and Hepatitis B vaccination for all Sheriff's Department correctional personnel. County shall provide all supplies and vaccine. Contractor shall maintain a tracking and follow up system for all officers in the employ of the Sheriff's Department. Contractor shall participate in the administration of the Department's program to provide such medical screening and vaccinations pursuant to the protocoldeveloped jointly by the parties hereto.
- (m) Provision of Emergency Services to Visitors at NCCC. In accordance with policies and procedures to be established by Contractor, and approved by the Department, for responding to emergency healthcare situations at NCCC, in the event of an emergency, Contractor shall provide triage-type

evaluation on-site of visitors at NCCC and, if the patient's condition warrants, stabilization pending transfer to acute care.(n) inpatient and emergency care referrals, consistent with the established standards of care as set forth in Attachment F, annexed hereto.

(o) Pharmacy services. Contractor shall provide pharmacy services, which services shall minimally include the provision of all formulary medications, a drug utilization program and a drug formulary, which shall be subject to review and approval by the Pharmacy and Therapeutics Committee and the Sheriff's Department. Armor shall maintain a written plan for the procurement of non-formulary medications, and shall be responsible for the provision of same.

Armor shall use best efforts to obtain and maintain a Keep on Person [Inmate self medication program] medication waiver from the New York State Commission of Correction within six [6] months of the date of this Agreement.

- (p) <u>Discharge Planning</u>: Armor shall be responsible for the discharge planning of inmates who require medical or mental health services post-discharge. Such planning shall minimally include the provision of discharge medication or prescriptions pursuant to the DOJ Settlement (Attachment E hereto), referrals for health care follow up and to the extent possible, integration into the community. Contractor shall, in advance, prepare appropriate prescriptions to be provided to inmates upon discharge in the event there is insufficient notice to provide the actual discharge medication.
- (a) Substance abuse treatment: (1) Contractor shall assess all inmates at intake for drug and/or alcohol dependency and symptoms of withdrawal. All immates w/disease or symptoms shall be referred to mental health for assessment and follow-up. (2) Contractor shall assess all inmates upon completion of drug and/or alcohol dependency withdrawal and refer patient to mental health for assessment for self harm potential.
- (r) Contractor shall maintain accreditation by NCCHC of NCCC's Opioid Treatment Program (OTP) and SAMHSA certification for the 'Department's OTP, and shall administer the program in accordance with existing policies approved by the Department.
- (s) <u>Dental care</u>: Armor shall provide all inmates with dental screening within [7] seven days of admission to NGCC. Services shall not include elective procedures, and shall include services for the purpose of relieving pain and/or ensuring the immates ability to maintain proper

#### nutrition.

- (t) Contractor shall create and implement policies and procedures, that are reviewed and approved by the Department, for all services provided pursuant to this Agreement.
- (u) NCCHC Accreditation. Contractor shall provide services, consistent with this Agreement, in a manner designed to achieve NCCHC accreditation, and shall be prepared to and shall apply for such accreditation within twelve (12) months of the commencement of the provision of services pursuant to this Agreement.
- (v) Hemophilia. Contractor shall be responsible to provide all necessary medical, mental health and ancillary services to inmates diagnosed with hemophilia. County shall be responsible for the costs for blood products and medicines necessary to treat hemophiliacs solely for the condition of hemophilia, or required to be utilized due to the inmate's condition of hemophilia.

In the event of a perceived or actual conflict between any of the provisions concerning services to be provided, the terms of the following related documents shall be controlling in the following order: the Agreement and Attachments C, D, E, F and G hereto; RFP #SH0723-0924; and Contractor's proposal (Attachment B hereto).

4. <u>Beporting Requirements.</u> Within the first ten (10) calendar days of each month, Contractor shall provide Health Contract Administrator with reports reflecting the following information:

#### (a) Inpatient:

- DRG discharge diagnoses (in the month following Contractor's receipt of the inpatient bill)
- # admissions and discharges
- Medical and psych inpatient costs
- ALOS medical and psych [# patients, # days]
- # outpost, # outpost days
- Prison ward utilization stats: medical and mental health
- Prison ward utilization review reports

#### (b) Outpatient:

- # on site and off site referrals by service
- BD run log including # referrals vs. inpatient admits, date, time, diagnosis, and referring practitioner

#### (c) Intake:

• # new admits screened at intake; % seen within 4 hours

- % receiving full health assessment within 7 days
- Length of stay on new admit housing

#### (d) On-site:

• Infirmary: Admissions by Diagnosis

Bed utilization statistics

% patients transferred to acute care

- Revisions to initial staffing plan; vacancy rate
- Overtime hours by title / Department
- Staffing reports with justification when required by County
- Grievances: founded, unfounded, category and disposition
- Medical sick call stats, including # requests, # seen by RN, # seen by practitioner, total requests and % seen within 72 hours of request
- Mental health sick call stats, including # sick call requests, % seen within 72 hrs,
   # scheduled encounters
- # constant supervision patients and days
- self injury and suicide stats
- TB, PPD, STD and HIV statistics
- Vaccine report [Twinrix, Pneumo]
- # chronic care clinic referrals by service, % patients seen in chronic care within 7 days of admission
- (e) The parties acknowledge and agree that all information and data relative to patient care, quality of care, utilization review, quality improvement and expenses shall be made available to the County and the Health Contract Administrator for review. The Health Contract Administrator shall be responsible for contract compliance through review of all medical billing, written minutes, inmate inpatient and on-site medical records, all available statistical data including but not limited to the monthly health services reports and any additional information as warranted.

#### 5. Quality Improvement Program.

- (a). Contractor will implement a functional, interdisciplinary quality improvement program for medical and mental health care, which shall include development of a written quality improvement plan that includes annual self evaluation, the provision of evaluations and recommendations regarding clinical guidelines, reviews and, where appropriate, revision of performance indicators in Attachment D, internal peer review and the establishment of a Quality improvement Committee [QIC].
- (b) The QIC shall be responsible for implementation of the quality improvement plan and shall serve as the conduit for all quality improvement

activities. The QIC shall be chaired by a physician and shall include a multi-disciplinary review necessary to properly review the status of health care provided to inmates at NCCC. The QIC chair may appoint sub-committees for focus work. The QIC shall meet ten [10] out of twelve [12] menths each year, and shall record or take minutes of its meetings and maintain records of documents or files reviewed. The NCCC Quality improvement coordinator shall report monthly, in person, to the Sheriff and to the Health Contract Administrator. The program will include an annual work description; a work plan; and a program evaluation. The QIC will develop written protocols for regularly providing workshops regarding the provision of medical and mental health care to clinical and administrative staff. Sub-committee and sub-committee reports shall minimally include:

- Mortality and morbidity conference
- Infection control committee
- Any inmate-related root cause analyses, untoward peer review outcomes and inmate incident reports and investigations.
- (c) The QIP shall be developed and implemented consistent with the provisions of the DOJ Settlement (Attachment B).
  - (d) There shall be a utilization review committee responsible for [a] credentialing and review, [b] utilization review, [c] compliance, and [d] patient satisfaction. These programs/ shall submit reports on a monthly and/or quarterly basis to the Health Contract Administrator.
- 6. <u>Payment.</u> (a) <u>Amount of Consideration.</u> (1). The base compensation amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement for the first twelve (12) months shall be Eleven Million Two Hundred Eighty Thousand and Five Dollars (\$11,280,005.00); or Ten Million Five Hundred Thirty Thousand and Five Dollars (\$10,530,005.00) should County wish to have Armor process all offsite claims and the County pay them directly.
- (2) In addition to the base compensation, the County shall pay Three and Sixty-four/one hundredth Dollars (\$3.64) per diem for each inmate, who is in custody of the Department for more than four hours, in excess of 1650 average daily population.
- (3) Offsite Services: Cost-sharing. The County and the Confractor shall share the cost of Offsite Services that exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). The shared costs shall be calculated using a two-step process:

During the first year of this Agreement:

(I) On any bill for Offsite Services that does not exceed Fifty Thousand

Dollars (\$50,000.00) per inmate, the Contractor shall pay sixty percent (60%) and the County shall pay forty percent (40%).

(ii) On any costs that exceeds Fifty Thousand Dollars (\$50,000.00) per inmate.

The Contractor shall pay the first Fifty Thousand Dollars (\$50,000.00), and the County shall pay the remaining portion of the costs.

(III) Shared savings if offsite costs are less than \$750,000.for

[Example for Cost-sharing Provisions: Offsite Services for the year are \$2,000,000. County already paid Contractor \$750,000, which brings the remaining costs to \$1,250,000. Four immate's inpatient costs are \$75,000 each, which totals \$300,000. That amount is deducted from the \$1,250,000, which brings the overage to \$950,000. Contractor will absorb \$570,000; the County will be responsible for \$380,000. With respect to the \$300,000, Contractor will absorb \$200,000; the County will be responsible for \$100,000.]

- (b) Amount of Consideration: Second Year. (1) For the second year of this Agreement, the base compensation amount and per diem shall be adjusted by the annual CPI (Consumer Price Index), Medical care Expenditure category for the Northeast Region or four percent (4%), whichever is lower.
- (2) County and Contractor shall renegotiate the cost-sharing formula for Offsite Services, but in no event shall Contractor's cost-sharing responsibility be less than Fifty-Thousand Dollars (\$50,000.00) as described in (a) (3) (ii) above, or less than 60% as described in (a) (3) (i):
- (c) Amount of Consideration: Renewal Periods. Should the County exercise its option to renew this Agreement, the parties shall renegotiate the base compensation, per cliem rate and average daily population cap, and cost-sharing payment terms based upon the increase or decrease in actual costs incurred during the previous year, and the CPI. Such negotiations shall occur at least sixty days prior to the end of the current contract year.
- (d) Payments shall be made as follows: Contractor shall submit a County Claim Voucher for payment for two (2) months of services upon commencement of services pursuant to this Agreement, and the County shall pay said Voucher within sixty (60) days from receipt. At the start of each subsequent month, Contractor will submit a County Claim Voucher for payment, and the County shall pay said Voucher within sixty (60) days from receipt. Payment adjustments for assessments against Contractor as reflected in the Performance Indicators and Measurements, Attachment D hereto, per diams etc, shall be included in the subsequent month's claim voucher.
- (e) Should there be any change in Law, or any change in applicable standards, that has a substantive impact on the delivery of Services pursuant to this Agreement, or

a change in the scope or delivery of services requested of the County, that results in increased or decreased costs to the Contractor, the parties hereto agree to discuss and make any necessary adjustments.

- (f) 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").
- (g) 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. Notwithstanding the foregoing, Contractor must submit claims for any offsite services provided at the Nassau University Medical Center (NUMC) within two (2) months of receipt of the NUMC invoice. With respect to claims based on subcontractors' services, Contractor must submit said claims within two (2) months of receipt of said invoices, but in no event more than six (6) months from the date the service was provided.
- (h) <u>No Duplication of Payments</u>. 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.
- (i) 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 (j) performed prior to termination, (ji) authorized by this Agreement to be performed, and (jii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 7. 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).
- 8. <u>No Arrears or Default</u>. 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.

- 9. <u>Compilance With Law</u>. (a) <u>Generally</u>. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to HIPAA, those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. Infurtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees, as follows:
  - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Fallure 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 Gounty of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the 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) <u>Protection of Client Information</u>, 1. Contractor understands that inmate records belong to the County. Contractor shall manage inmate medical files while serving as the inmate health care provider. In so managing this information, Contractor shall protect all patient health information as required by applicable local, state and federal law. Nothing herein shall be construed as prohibiting disclosure of inmate records created and/or maintained by Contractor pursuant to this Agreement to the County and Department.
- 2. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of Services pursuant to this contract that pertains to construction, devices, procedures and policies utilized and/or implemented by the Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all immates remanded to the custody of the Department; and any other information otherwise protected from disclosure pursuant to local, state and/or federal law.
- 10. <u>Minimum Service Standards</u>. 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, ilcenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- (c) Contractor shall conduct background investigations on potential employees, including fingerprinting, at Contractor's own expense. Contractor agrees not to employ any person, in connection with this Agreement, who: has a felony conviction; a misdemeanor conviction, ten years old or less, involving violence, dishonesty, marijuana or controlled substances; is on parole; has pending criminal charges; or is on probation for a felony conviction or a misdemeanor as described herein.

A failure to promptly conduct such background checks, through no fault of Contractor, shall be factored into Contractor's staffing requirement pursuant to Attachment D.

11. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") 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 proceedingor 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 or willful misconduct of the of the indemnified parties.

Contractor shall have control of the defense and settlement of such claim or related action, provided that Contractor shall not settle such claim or related action in a manner which imposes any obligation on County without the prior written consent of County (which consent shall not be unreasonably withheld). County shall be entitled to engage counsel at its sole expense to consult with Contractor and Contractor's legal representatives with respect to the defense of the claim and related action.

- (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 sults, 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) County shall make all records relating to this Agreement available to Contractor for purposes of investigation and defending any claim arising out of or relating to services provided under this Agreement, and Contractor shall make all records relating to this Agreement available to County for purposes of investigation and assisting in the defense of any claim arising out of or relating to services provided under this Agreement.
  - (e) The provisions of this Section shall survive the termination of this Agreement.
- 12. <u>Insurance</u>. (a) <u>Types and Amounts</u>. 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 certificates of insurance shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and Five million

dollars (\$5,000,000) aggregate coverage, (II) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(les) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim and Five million dollars (\$5,000,000) aggregate coverage, (III) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (Iv) such additional insurance as the County may from time to time specify.

- (b) Acceptability: Deductibles; Subcontractors. All Insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (I) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified above. The insurer shall be in good standing within the state of Georgia through the insurance Commissioner's Office and must be rated "A" or better, with AM Best Company. 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 one or more policies for professional liability insurance, which policy(les) shall have a minimum single combined limit liability of not less than One Million dollars (\$1,000,000.00) per claim and Three Million dollars (\$3,000,000.00) aggregate coverage. Contractor shall provide County with copies of such certificates of Insurance for any and all subcontractors.
- (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 fallure of the Contractor to maintain Workers' Compensation insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required 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.
- 13. <u>Assignment; Amendment; Walver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) walved, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County")

<u>Executive</u>"), and any purported assignment, other disposal or modification without such prior written consent shall be null and vold. 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.

14. <u>Termination</u>. (a) <u>Generally</u>. 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  $(\underline{v})$  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 fallure 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.
- (o) 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.
- 15. 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.

- 16. <u>Limitations on Actions and Special Proceedings against the County.</u> 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) <u>Time Limitation</u>. 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; unless the action or special proceeding is based on intentional tortious acts, in which case it must occur within one (1) year from Contractor learning of such intentional act, but in no event later than two years from an occurrence pursuant to (i) herein.
- 17. Work Performance Liability. (a). 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.
- (b) Force Majeure. Neither party shall be held responsible for any delay or fallure in performance to the extent that such delay or fallure is caused, without limitation, by strikes, inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, fallure of transportation, explosion, war, embargo, government regulation, civil or military authority or acts of God.
- 18. 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 <u>forum non conveniens</u>. 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.

- 19. 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 mall, 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, 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 Sheriff 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.
- 20. 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.
- 21. <u>Section and Other Headings</u>. 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.

- 22 <u>Entire Agreement</u>. 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.
- 23. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
  - 24. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

NEW YORK, INC.

By:
Name: Ven Talando
Title: Coo
Date: 3-17-2011

ARMOR CORRECTIONAL HEALTH SERIVCES OF

NASSAU COUNTY

Name:
Title: Deputy-County Executive
Date: 5-5-201

PLEASE EXECUTE IN BLUE INK

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STATE OF NEW-YORK)" )ss.:
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sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal
corporation described herein and which executed the above instrument; and that he or
she signed his or her name thereto pursuant to Section 205 of the County Government
Law of Nassau County.
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Exp. D6/16/2012
CAP. CONTROL

# 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 MWBEs") 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 regulrement 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 MWBE 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 MWBE compliant or considered breach of the County Contract.
- (I) 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 falled 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.

Fallure 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 fallure 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 bld 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 bld 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 (i) 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:

	Bruce A. Teal	(Name)
	4960 72 <sup>nd</sup> S.W., Suite 400,	Miami, FL 33155 (Address)
	305 662 8522	(Telephone Number)
2.	Living Wage Law or (2) as applicable, obtaing pursuant to section 9 of the Law. In the even requirements of the Law or obtain a waiver contractor establishes to the satisfaction of this agreement, it had a reasonable certainty	n a waiver of the requirements of the Law at that the contractor does not comply with the of the requirements of the Law, and such the Department that at the time of execution of that it would receive such waiver based on a County will agree to terminate the contract
n tl	ne past five years, Contractor hasX_	has not been found by a court or a
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4. In the past five years, an administrative prodinitiated judicial action hasX has n Contractor in connection with federal, state, or benefits, labor relations, or occupational safety investigation has been commenced, describe be	ot been commenced against or relating to the local laws regulating payment of wages or and health. If such a proceeding, action, or
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	ites and relevant payroll records by authorized toring compliance with the Living Wage Law and liance.
I hereby certify that I have read the foregoing s belief, it is true, correct and complete. Any state	tatement and, to the best of my knowledge and tement or representation made herein shall be
accurate and true as of the date stated below.	2-10
Dated	Signature of Chief Executive Officer
	Bruce A. Teal Name of Chief Executive Officer
Swom to before me this	
18 day of March, 2011	Marie Contract of the Contract
Notary Public STATE TENNESSEE NOTAGE	
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### CERTIFICATE OF LIABILITY INSURANCE

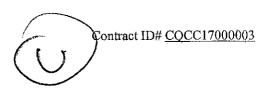
ARMOR-1

OP ID: DK

DATE (MM/DD/YYYY) 11/30/2016

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER NAME: Destiny Kaiser Qualitas Insurance Group PHONE (A/C, No, Ext): 786-542-9188 4960 SW 72 Avenue Suite 211 Miami, FL 33155 FAX (A/C, No): 786-801-1163 E-MAIL ADDRESS: dkaiser@q-ig.com Nicholas Valverde INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ProAssurance Specialty 10179 **Armor Correctional Health** INSURED INSURER B : Ironshore Speciality Ins Co 25445 Services, Inc. INSURER C : Landmark American 4960 SW 72nd Ave, Suite 400 33138 Miami, FL 33155 INSURER D : NSURER 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER A X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ 2.000.000 DAMAGE TO RENTED PREMISES (Ea occurrence) X CLAIMS-MADE OCCUR Х ES1855 12/01/2016 12/01/2017 \$ Professional ES1855 12/01/2016 | 12/01/2017 MED EXP (Any one person) \$ Liability PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 5,000,000 GENERAL AGGREGATE \$ X POLICY PRO-JECT PRODUCTS - COMP/OP AGG S OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$ ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS CHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ S UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ 3,000,000 Χ EXCESS LIAB В 005861789 12/01/2016 12/01/2017 CLAIMS-MADE AGGREGATE 3,000,000 \$ DED RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory In NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Excess X LHZ760787 12/01/2016 12/01/2017 Ea Claim 3.000,000 Liability Aggregate 3,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named as additional insured with respect to general and professional liability as required by written contract but only with respect to medical professional services performed by the named insured or an additional named insured at a scheduled location. Subject to policy terms, conditions, and exclusions. Contract Start Date: 6/1/11 CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Nassau County Correctional ACCORDANCE WITH THE POLICY PROVISIONS. Facility 100 Carmen Ave AUTHORIZED REPRESENTATIVE East Meadow, NY 11554





### Department: Correctional Center

## U-15-17

## Contract Details SERVICE: Chaplaincy

NIFS ID #:COCC17000003 NIFS Entry Date: 12/30/16

Term: from 1/1/17 to 12/31/17

New Renewal	1) Mandated Program:	Yes No No	
Amendment	2) Comptroller Approval Form At	Yes No No	
Time Extension	3) CSEA Agreement § 32 Compli	ance Attached:	Yes No No
Addl. Funds	4) Vendor Ownership & Mgmt. D	isclosure Attached:	Yes No No
Blanket Resolution  RES#	5) Insurance Required		Yes No 🗆
Agency Information	o <b>n</b> .		CHED AND MY THE ABOUT DESCRIPTION OF THE PROPERTY OF THE PROPE
Ver	ndor	- County I	<b>D</b> epartment
The New York Board of Rabbis	131809283	Narda Hall	
Address	Contact Person	Address	
171 Madison Avenue Suite 1602	Joseph Potasnik	100 Carmen Av East Meadow, N	
New York, NY 10016	Phone 212 983-3521 e-mail:	Phone 516-572-3810	
		J	

## **Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appvils Fwit	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	25/17	extell	
			1		Yes No 🗆
1/28/1	OMB	NIFS Approval (Contractor Registered)	\[ \big  \frac{1}{39}, \big		Not required if blanket resolution
2819	County Attorney	CA RE & <u>Insurance</u> Verification	1/23/17	a Charles	
27/12	County Attorney	CA Approval as to form	13/03/(T	DAROL	Yes X No 🗆
Jab (17	Legislative Affairs	Fw'd Original Contract to CA	Del Ma	JAPA-	
1	County Attorney	NIFS Approval		)	100 m 37 m 15 m 15 m 10 m
	Comptroller	NIFS Approval			
SIIIT	County Executive	Notarization Filed with Clerk of the Leg.	3/1/17	Eliffe	97 SE
					.S §



## Contract Summary

Contract Summ	lai y	OFNEW		
Description: Chaplaincy ter	rm 1/1/17-12/31/17			
Purpose: To provide re Center.	eligious services and counselin	ng to the inmate popula	ition at the Nassau County	Correctional
Method of Procuremen	ıt: From prior year.			
Procurement History:	new contract as in prior years	S.		
right to hold any religi congregated religious a	I Provisions: New York State ous belief. Section 7024.3 requactivities at least once per week as times not duly disruptive of	uires that the facility w k. Inmates shall be per	ill permit religious advisor	s to conduct
/ yr.	rice Analysis: Funds required ce of funding for this item.	d for the period 1/1/17-	-12/31/17 with a budget imp	pact of \$8400.00
Change in Contract fro	om Prior Procurement:			
Recommendation: Approve	as submitted			
Advisement Int	formation			
BUDGET CODES	FUNDING SOURCE AM	OUNT LINE	INDEX/OBJECT CODE	AMOUNT

BUDGET CODES		
Fund:	GEN	
Control:	10	
Resp:	1310	
Object:	510	
Transaction:	CQ	

RENEW	AL
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$8400.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$8400.00

L	UNE	TADEMORIECT CODE	AMOUNI
	1	CCGEN1310/DE510	\$8400.00
	2		\$
	3		\$
	4		\$ :
NULL.	<b>)</b> 5	W. Uniets = 2/23/17	\$
	.6		\$
يَّةً وَّ		TOTAL	\$ 8400.00

			*
% Increase			
% Decrease	Document Prepared By:	Maria Love	

 ÷	Datas	12/30/16

NIFS Certification	Comptroller Certification	Compay Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name Califfly
Name	Name	Date 5/1/19
Date	Date	(Fof Offict Use Only)

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF CORRECTION AND THE NEW YORK BOARD OF
RABBIS

WHEREAS, the County has negotiated a personal services agreement with The New York Board of Rabbis to designate and furnish duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained in, or who are incarcerated at the Nassau County Correction Center facility, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with The New York Board of Rabbis.



## Nassau County Interim Finance Authority

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

1. Vendor:	New York Board of Rabb	bis			
2. Dollar amount r	equiring NIFA approval: \$	\$8,400.00			
Amount to be en	cumbered: \$ 8,400.00				
This is a	✓ New Contract Advise	ement Ame	ndment		
If advisement – NIFA	ount should be full amount of con only needs to review if it is increa- ount should be full amount of ame	sing funds above th	e amount previous	sly approved by NII	3A
3. Contract Term:	1/1/17-12/31/17	_			
Has work or service	es on this contract commenced?	✓ Yes	No		
If yes, please expla	in: Ongoing contract				_
4. Funding Source	<b>;</b>			•	
General Func Capital Impro	l (GEN)  ovement Fund (CAP)	_ Grant Fund (GRI	Federal % State % County %		
Is the cash available f	or the full amount of the contract?	)	Yes	No	
	ire a future borrowing?		Yes	No	
Has the County Legis	lature approved the borrowing?		Yes	No N/A	7
Has NIFA approved t	he borrowing for this contract?		Yes	No N/A	7
5. Provide a brief d	lescription (4 to 5 sentences)	of the item for w	hich this approv	al is requested:	
7024.3 requires tha	mmission of Corrections mandates tha t the facility will permit religious adviso rmitted confidential consultation with t	ors to conduct congreg	ated religious activiti	ies at least once per v	week. ine.
6. Has the item re	quested herein followed all pr	roper procedure	s and thereby ap	proved by the:	
Nassau County At Nassau County Co	torney as to form ommittee and/or Legislature	Yes I	No N/A No N/A		
Date of approva	nl(s) and citation to the resolu	ıtion where appr	oval for this iter	n was provided:	
· · · · · · · · · · · · · · · · · · ·	racts (with dollar amounts) w 12 New York Board of Rabbis \$8,400.		iliated party wit	hin the prior 12	month
- CGCC 10000009-0	2 170W TOTA BOOK OF TRADUIS \$0,400.	.00 101 2010			

### 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.

losean	m Brilling	_ 2/1/17
Signature	Title	Date
Print Name		
	COMPTROLLER	'S OFFICE
To the best of my know conformance with the N Multi-Year Financial Pl	Nassau County Approved Budget	formation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumb	pered pending NIFA approval of this contract.
<u> </u>	onding for this contract has been ap	proved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d by NIFA:	
Signature	Title	Date
Print Name		

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

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

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: New York Board of Rabbis
CONTRACTOR ADDRESS: 171 Madison Avenue, Suite 1602, NY, NY 10016
FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("\sum") 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
[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
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.

□ <b>D.</b> Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
<u>Instructions with respect to Sections VIII, IX and X:</u> 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
1/25/17 Date



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?
No
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental
benefit or in exchange for any benefit or remuneration.
Dated: 12/27/2016 Signed: Signed: Signed:
Print Name: 150 ph Dotas nile
Title: Executive Vice Prosident



## COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
hore
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
none

will						
Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify cat(s) for each activity listed. See page 4 for a complete description of lobbying activities.  The name of persons, organizations or governmental entities before whom the lobbyist sects to lobby:		117 E 128 · · · · · · · · · · · · · · · · · · ·				····
Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify cat(s) for each activity listed. See page 4 for a complete description of lobbying activities.  The name of persons, organizations or governmental entities before whom the lobbyist sects to lobby:						
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	pects to lobby:	persons, organizations	s or governmen	tal entities bef	ore whom the	e lobbyist
	pects to lobby:	persons, organizations	s or governmen	tal entities bef	ore whom the	e lobbyist
	pects to lobby:	persons, organizations	s or governmen	tal entities bef	ore whom the	e lobbyist

- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
- 7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

none		
	<del></del>	 
	<u> </u>	 

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

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

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

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

Dated: 12/27/2016

Signed:

Print Name:

Title:

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.

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

The New York Board of Rabbis Inc. is a not-for-profit organization and is not governed by any principals or shareholders, but by officers, which are elected bi-annually

### PRINCIPAL QUESTIONNAIRE FORM

If Yes, provide details,

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 Principal Name Date of birth Home address 243 EAST 77 th ST City/state/zlp\_ Business address STUDIEN 30 WEST BEHN ST. NEW YORK, NY Olty/etate/zip 877- 4050 XZZI Telephone Other present address(es) City/state/zip Telephone \_\_\_\_ List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President / Treasurer / TREASURER 2016 - 2018 Chairman of Board / / Shareholder / / FINANCIAL SECRETARY 2014-12016
Chief Exec. Officer / / Secretary / Correspondent Secretary Chief Financial Officer / Partner / / 2012-2014 Vice President \_\_\_/\_\_\_\_ Do you have an aquity interest in the business submitting the questionnaire? YES NO VI If Yes, provide detaile. 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. Within the past 3 years, have you been a principal owner or officer of any business or not-5. for-profit organization other than the one submitting the questionnaire? YES NO

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO If Yes, provide details.
NOTE: An affirmative enswer is required below whether the senction erose 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.
<ol> <li>In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 6 in which you have been a principal owner or officer;</li> </ol>
<ul> <li>a. Been debarred by any government agency from entering into contracts with that agency?</li> <li>YES NO If Yes, provide details for each such instance.</li> </ul>
b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
<ul> <li>Seen dealed 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</li></ul>
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 1 if Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any porition of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and ettach it to the questionnaire.)
<ul> <li>a) Is there any follony charge pending against you? YES NO If Yes, provide details for each such charge.</li> </ul>
<ul> <li>b) Is there any misdemeanor charge pending against you? YESNO If Yes, provide details for each such charge.</li> </ul>
c) Is there any administrative charge pending against you? YES NO/ if Yes, provide details for each such charge.
d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YESNO If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
  YES \_\_\_\_ NO \_\_\_ if Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_\_ NO \_\_\_ If Yes, provide details for each such occurrence.
- 9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 57 YES \_\_\_\_\_\_NO \_\_\_\_\_ if Yes, provide details for each such investigation.
- 10. In addition to the information provided, in the past 6 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such investigation.
- 11. In the past 6 years, have you or this business, or any other affiliated business listed in response to Question 6 had any sandton imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_\_ NO \_\_\_ If Yes; provide details for each such instance.
- 12. For the past 5 tax years, have you falled to file any required tax returns or falled 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 delails for each such year.

A MATERIALLY FALSE STATEMENT WILLFULLY OR PRAUDULENTLY 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 BALSE STATEMENT TO ORIGINAL CHARGES. being duly awom, state that I have read and understand all the liems contained in the integration pages of the questionnaire and the following pages of altachmental fliet I supplied full and complete answers to each flort trierain to the best of my knowledge, information and belief; that I will notify the County in writing of any change in chromateness occurring after the execution of this questionnaire and before the execution of the contract and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will raty on the information supplied in the questionnaire as additional inducement to enter into a contract with the submitting business. entity. Swam to before me this & day of France JOSEPH POTASNIK NOTARY PUBLIC STATE OF NEW YORK KINGS COUNTY LIC.#02P06258409

CERTIFICATION

The New York Board of Rabbis Inc. is a not-for-profit organization and is not governed by any principals or shareholders, but by officers, which are elected bi-annually

No 10 % ownership We are a not for Profit

### PRINCIPAL QUESTIONNAIRE FORM

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١.	Principal Name Joseph totasnik - Exec V.P / No Financeal infoot
	Date of birth 12 / 5 / 46
	Home address 60 Pineapple Street
	City/state/zip Brooklyn, New York 11201
	Business address 171 Madison Ave
	City/state/zip New York, NY 10016
	Telephone (212) 983-3521
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2,	Positions held in submitting business and starting date of each (check all applicable)
	President/ Treasurer/
	Chairman of Board / / Shareholder / /
	Chief Exec. Officer 6 / 1 /2 Secretary / /
	Chief Financial Officer/_/Partner/_/
	Vice President///////
	(Other)
	•
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.

0,	Section	ny governmental entity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? YES NO provide details.
оре Рес	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy rate page and attach it to the questionnaire.
7.	in the p organia	past (5) years, have you and/or any affiliated businesses or not-for-profit rations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.
	b,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been defied 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
	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 effect such business's ability to bid or propose on contract? YES NO if Yes, provide details for each such instance.
8.	bankru the par bankru any su initlate questio	any of the businesses or organizations listed in response to Question 5 filed a a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
		Is there any administrative charge pending against you? YESNO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	Θ)	misdemeanor?  If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, invest subject for, or respon	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation.
10	anti-tri includ princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pai owner or officer? YES NO If Yes; provide details for each such igation.
11.	proced	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative odings with respect to any professional license held? YESNO _V If Yes; e details for each such instance.
12	applic	e past 5 tax years, have you falled to file any required tax returns or falled to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _V If Yes, provide details for each such

#### CERTIFICATION

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OSEPH POTASIN IK, being duly sworn, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me, this  $\delta^{\mathcal{J}}$ day of

> SOBEIDA BATISTA Notary Public, State of New York No. 01BA6308981

Qualified in Bronx County My Commission Expires 08/04/2018

Print name

JOSEPH

Notary Public

Signature

Title

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1.	Principal Name LSSTER SRINSTEIN
	Date of birth 0 1061 (953
٠	Home address 22 HAZELTON DRVO
	City/state/zip WHTG PLAINS NY 10605
	Business address BET AM SUALOM SYMACOGUE
	City/state/zip 295 SIGUADUS W PUE, WILTE PLAINS MY LOGOL
	Telephone 914 - 946 - 8851
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chairman of Board/ Shareholder/
	Chief Exec. Officer/ Secretary/
	Chief Financial Officer / Partner /
1	Vice President 55/01/2616 - PRS/ENT/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
<del>6</del> .	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YESNO; If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.
ope Pro	eration : ovide a	affirmative enswer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency, detailed response to all questions checked "YES", If you need more space, photocopy oriate 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:		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	8.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.
	þ,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	G.	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
	đ,	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	B. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)	
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO \ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YESNO if Yes, provide details for each such conviction.

	<del>e</del> )	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	Ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 57 YES NO If Yes, provide details for each such gation.
10.	listed i anti-tra includi princip	Ition to the Information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO If Yes; provide details for each such gation.
11.	prooper	past 6 years, have you or this business, or any other affiliated business listed in the to Question 5 had any sanction imposed as a result of judicial or administrative addings with respect to any professional license held? YESNO if Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited or and sewer charges? YES NO If Yes, provide details for each such

### CERTIFICATION

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I, LESTER COSER, being duly eworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this Odey of Lagranty 20 17
Of Pitch
Nøfery Public
Wash Shall
(New YORK BOARD (AMBI)
Name of submitting business
OLSSTER BROWSTEIN
Print name 1
of the state of th
Signature
RABBI
Title
02/10/2017

03.1

JOSEPH POTASNIK
NOTARY PUBLIC, State of New York
No. 02P06258409
Qualified in Kings County
Commission Expires 03/26/2046

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### PRINCIPAL QUESTIONNAIRE FORM

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. 174 V	allalis,
1.	Principal Name Gideon Shoush
	Date of birth 8 / 17 / 19 71
	Home address 240 E. 27 ct apt 4H
	Clty/etate/zip New York, NY 10016
	Business address
	Olty/atate/zlp
	City/state/zip Telephone 212-545-1366 / 917-843-9579
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President(/
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO if Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
6.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X_:

6.	26000	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.	
Pro	NOTE: An affirmative enswer 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 (6) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 6 in which you have been a principal owner or officer:		
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.	
	þ,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.	
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO If Yes, provide details for each such instance.	
	d,	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO if Yes, provide details for each such instance.	
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnairs.)			
	a)	is there any felony charge pending against you? YES NO $\stackrel{\checkmark}{\searrow}$ If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.	
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.	

	<b>e</b> )	In the past 5 years, have you been convicted, after trial or by piea, of a misdemeanor?  If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, Investi subjector, or respor	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil enti-trust gation by any federal, state or local prosecuting or investigative agency and/or the tof an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 57 YES NO if Yes, provide details for each such gation.
10.	enti-tro includi princip	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil set investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO _X If Yes; provide details for each such gation.
11.	proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; a details for each such instance.
12.	For the application water year.	past 5 tax years, have you falled to file any required tax returns or falled to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO _X If Yes, provide details for each such

### CERTIFICATION

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\_, being duly swom, state that I have read and understand all the Items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each Item therein to the best of my knowledge, information and belief; that I will nollfy the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a confract with the submitting business entity.

Sworn to before me this day of 20	
Soff Pell	
Notary Flublid	JOSEPH POTASNIK NOTARY PUBLIC, State of New York No. 02P06258409 Qualified in Kings County
New York Board of Rubbis Name of submitting business	Commission Expires 03/26/2016-
Gideon Shloush Print name	
Signature Signature	
President	
Date /	

2020

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### PRINCIPAL QUESTIONNAIRE FORM

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١.	Principal Name 2 12 Wens Tolk
	Date of birth 7/3/75
	Home address 401 East 89th Ktreat #11K
	City/state/zip New York, NY 10] 28
	Business address 125 East 85th Street
	City/state/zip New York NY 1002 8
	Telephone 212 - 774 - 5600
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)  President/
3,	Do you have an equity interest in the business submitting the questionneire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
Б.	Within the past 3 years, have you been a principal owner or officer of any business or not- for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details,

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.		
ope Pro	NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.			
7.	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:			
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.		
	C.	Been depiled 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? YESNO If Yes, provide details for each such instance.		
	d,	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO if Yes, provide details for each such instance.		
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)		ptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is che business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)		
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.		
	b)	Is there any misdemeanor charge pending against you? YES NO if Yes, provide details for each such charge.		
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.		
	<b>d)</b>	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO if Yes, provide details for each such conviction.		

	<del>0</del> )	in the past 6 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO if Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO if Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	Ition to the Information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	listed i anti-tro includi princip	ition to the Information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a sal owner or officer? YESNO If Yes; provide details for each such gation.
11.	proced	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YESNO If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or falled to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO If Yes, provide details for each such

			-		_	
CE	RT	IFI	U	₹TΙ	O	N

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.

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me t	this day of	February 2017	
Alekson Duklle		Illen	

Name of submitting business

Ele ///

Print name

√.ρ Title

2 / 9 / 1

Signature

LEONARD S. SILVERMAN
NOTARY PUBLIC, State of New York
No. 02SI5044072
Qualified in New York County
Commission Expires May 22, 20

## 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: 12/27/2016
1) Proposer's Legal Name: The New York Bourd of Fibric, Inc
2) Address of Place of Business: 171 maarxn Ave, Stc 1602, Newyyork, Ny 1007
List all other business addresses used within last five years: 136 5. 39+56, 4+6 F1, New York, aby 10016
3) Mailing Address (if different):
Phone: 229833521
Does the business own or rent its facilities? RENT
4) Dun and Bradstreet number: <u>Nonc</u>
5) Federal I.D. Number: 13-1809283
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) Proposed_corporation
7) Does this business share office space, staff, or equipment expenses with any other
Yes No X If Yes, please provide details:
8) Does this business control one or more other businesses? Yes No _K _ 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 $\frac{\chi}{}$ If Yes, provide details
10	) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No _x 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 X 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 _X If Yes, provide details for each such investigation.
13	B) 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 _X If Yes, provide details for each such investigation
1.	4) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
	a) Any felony charge pending? Yes No _⊻ If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No If Yes, provide details
	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 _x

'	res, provide details for each such conviction				
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No _X If Yes, provide details for each such conviction				
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X If Yes, provide details for each such occurrence				
respect to a	(5) years, has this business or any of its owners or officers, or any other affiliated ad any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _X_; If Yes, provide details for instance				
limited to w such year.	est (5) tax years, has this business falled to file any required tax returns or falled to applicable federal, state or local taxes or other assessed charges, including but not vater and sewer charges? Yes No _X_ If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more stocopy the appropriate page and attach it to the questionnaire				
Provide a deta photocopy the	illed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.				
17) Conflict of a) confl					
	(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.				
	(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.				
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.  — Conflict of Interest Policy attacked.				

Α.	aemor	e a resume or detailed description of the Proposer's professional qualifications, instrating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified.  If the proposer be other than an individual, the Proposal MUST include:  Date of formation;
	Should	d the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation;
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
	iii)	Name, address and position of all officers and directors of the company;
	iv)	State of incorporation (if applicable);
	v)	The number of employees in the firm;
	vi)	Annual revenue of firm;
	vii)	Summary of relevant accomplishments
	viii)	Copies of all state and local licenses and permits.
В,	Indica	te number of years in business. since 1881 - 136 years
C.	Provic Propo	le any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services.
D.	nas pi	le names and addresses for no fewer than three references for whom the Proposer rovided similar services or who are qualified to evaluate the Proposer's capability to m this work.
	Comp	vany New York State Department of Corrections & community Supervision
	Conta	ot Person Cheryl Morris (Incoming Dr Alicia South Oberts)
	Addre	ess the Harriman State Campus-Building 2, 1220 Washington the
	City/S	State Albany 214 12226-2650
		hone 518 402 1700
	Fax#	
	E-Ma	11 Address Cheryl. Morris @ doccs, ny. gov
R.		

Company My 5 Office of Persons with Developmental Developm
Contact Person Tom McHamara
Address 888 Fountain Ave
City/State Dnaklyn, Ny 11208
Telephone
Fax# 718 642 6559
E-Mail Address thomas menangra@opcodd.ny.gor
Company NYC Department of Correction
Company NYC Department of Correction  Contact Person Marcia Da Costa
Contact Person Marcia Da Costa
Address Spring Compound 15 W. 5th St
Contact Person Marcia Da Costa  Address Spring Compound 15 W. 5 th St  City/State E. Elmheust NY 11370

#### CERTIFICATION

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

I. Dose Potas rule, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this X28 day of Wentell

20/10

SOBEIDA BATISTA
Notary Public, State of New York
No. 01BA6303981
Qualified in Brock County

Notary Public

My Commission Expires 08/04/2018

Vame of submitting business. The New York Board of Zabbis Inc

By:

Signature

utive.

27/2016

Date



## February 28, 2017

The New York Board of Rabbis, Inc. was founded in 1881 in New York City by a group of rabbis of different denominations.

The organization formally incorporated on July 10, 1914 (DOS ID#: 12736) in New York State as a domestic not-for-profit corporation.

The NYBR DUNS # is 18749622. The NYBR received it's 501c3 designation on January 10,1974 by the Internal Revenue Service.

The organization is located at 171 Madison Avenue, Ste. 1602, New York, NY 10016. We have three (3) full-time employees and twelve (12) part-time employees. Our annual budget is \$940,000.

As a domestic not-for-profit corporation, there are no shareholders, members, general or limited partners in the corporation. We are governed by a volunteer board that is elected every two years and we employ three full-time staff members - an executive vice president as required by our by-laws and a program director and administrative assistant.

For 136 years, the New York Board of Rabbis, Inc has served the New York Jewish community with exemplary chaplaincy services. As a primary function of the organization, the NYBR provides chaplains who serve acute and long-term healthcare facilities, NYS Mental Health and Developmental Disabilities institutions as well as correctional institutions. The NYBR is the endorsing agency for NYS Department of Corrections and Community Services and NYC Department of Corrections. We also provide advocacy for Jewish individuals served by each organization and work in partnership with the agency's oversight staff.

## Our NYBR Officers:

### President:

Rabbi Gideon Shloush

## Vice Presidets:

Rabbi Jeremy Weinstock Rabbi Elliot Cosgrove Rabbi Lester Bronstein

## Treasurers:

Rabbi Ammiel Hirsch\ Rabbi Elie Abadie, M.D Rabbi Jeremy Wiederhorn

# Recording Secretaries:

Rabbi Deborah Bravo Rabbi Howard Stecker

## Financial Secretaries

Rabbi Susie Heneson Moskowitz Rabbi Rachel Ain

## Corresponding Secretaries:

Rabbi Moses Birnbaum Rabbi Jason Herman

The three full time employees are:

## **Executive Vice President**

Rabbi Joseph PotasniK

## **Program Director**

Rabbi Diana Gerson

## Administrative Assistant

Melanie Whitney

## Rabbi Joseph Potasnik

Resume and Bio

Rabbi Potasnik is the Executive Vice President of The New York Board of Rabbis, the largest interdenominational rabbinic body in the world. Since 1972, he has been the spiritual and educational leader of Congregation Mount Sinai in Brooklyn Heights, New York and is presently Rabbi Emeritus. He has served as Chaplain of the New York City Fire Department since 1999. Rabbi Potasnik maintained a high profile, helping many families cope with the disaster of September 11<sup>th</sup>, 2001.

He is the co-host along with Deacon Kevin McCormack of the Diocese of Rockville Centre of "Religion on the Line," which airs every Sunday morning on WABC Talk Radio, 770AM from 7:30-9AM, the longest running radio show in the history of WABC. He is the religious commentator for WINS Radio 1010, succeeding the late Rabbi Marc Tannenbaum. He is the host of the TV program *Faith to Faith* on Jewish Broadcasting Service ("JBS"), which is seen around the country and invites people of all faiths to participate in meaningful conversation.

He was appointed by Mayor Rudolph Giuliani and reappointed by Mayor Michael Bloomberg to the New York City Campaign Finance Board. He also served as a member of the New York Human Rights Commission, and Chaplain of the New York Press Club. Rabbi Potasnik was awarded the Jan Karski Humanitarian Award 2014 by the Polish Consulate, named in honor of a Polish patriot, a Catholic, and hero of the Polish Resistance. He also received the Ellis Island Medal of Honor in 2014.

Rabbi Potasnik has published numerous articles in local Brooklyn newspapers, assorted Jewish newspapers and the New York Post. He also authored the Forward for "The Illustrated Jewish Bible for Children." He is completing a new book, "Just Give Me a Minute" which will contain many of his featured commentaries on 1010wins. In 2013, he was selected by the Forward Newspaper as one of the 50 most inspiring Rabbis.

Rabbi Potasnik received his Bachelor of Arts degree from Yeshiva College, and his Master of Science from the Bernard Revel Graduate School of Yeshiva University. In 1972, he was ordained from Rabbi Isaac Elchanan Theological Seminary of Yeshiva University. In addition, in 1986 he received his Juris Doctor degree from Brooklyn Law School. He is the proud father of 28-year-old Harrison Potasnik.

## New York Board of Rabbis, Inc.

#### CONFLICT OF INTEREST POLICY

Article I: Purpose

This conflict of interest policy is designed to foster public confidence in the integrity of the New York Board of Rabbis (the "Organization") and to protect the Organization's interest when it is contemplating entering a transaction (defined below) that might benefit the private interest of a director, a corporate officer, the top management or top financial official, or a key employee (defined below).

### Article II: Definitions

The following are considered insiders for the purposes of this policy:

- 1. Each member of the Board of Directors or other governing body.
- 2. The president, chief executive officer, chief operating officer, treasurer and chief financial officer, executive director, or any person with the responsibilities of any of these positions (whether or not the person is an officer of the Organization under the Organization's by-laws).
- 3. Any key employee, meaning an employee whose total annual compensation (including benefits) from the organization and its affiliates is more than \$100,000 and who (a) has responsibilities or influence over the organization similar to that of officers, directors, or trustees; or (b) manages a program that represents 10% or more of the activities, assets, income, or expenses of the organization; or (c) has or shares authority to control 10% or more of the organization's capital expenditures, operating budget, or compensation for employees.

Interest means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect, that may influence a person's judgment, including receipt of compensation from the Organization, a sale, loan, or exchange transaction with the Organization.

A conflict of interest is present when, in the judgment of the Board of Directors, an insider's stake in the transaction is such that it reduces the likelihood that an insider's influence can be exercised impartially in the best interests of the Organization.

Transaction means any transaction, agreement, or arrangement between an insider and the Organization, or between the Organization and any third party where an insider has an interest in the transaction or any party to it.

#### Article III: Procedures

#### 1. Duty to Disclose

Each insider shall disclose to the Board all material facts regarding his or her interest in the transaction, promptly upon learning of the proposed transaction.

### 2. Determining Whether a Conflict of Interest Exists

With regard to an insider, the Board shall determine if a conflict of interest exists. The insider(s) and any other interested person(s) involved with the transaction shall not be present during the Board's discussion or determination of whether a conflict of interest exists, except as provided in Article IV below.

### 3. Procedures for Addressing a Conflict of Interest

The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect the Organization's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the transaction and, if so, to ensure that the terms of the transaction are appropriate.

#### Article IV: Review by the Board

The Board may ask questions of and receive presentation(s) from the insider(s) and any other interested person(s), but shall deliberate and vote on the transaction in their absence. The Board shall ascertain that all material facts regarding the transaction and the insider's conflict of interest have been disclosed to the Board and shall compile appropriate data, such as comparability studies, to determine fair market value for the transaction.

After exercising due diligence, which may include investigating alternatives that present no conflict, the Board shall determine whether the transaction is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable to the Organization; the majority of disinterested members of the Board then in office may approve the transaction.

### Article V: Records of Proceedings

The minutes of any meeting of the Board pursuant to this policy shall contain the name of each insider who disclosed or was otherwise determined to have an interest in a transaction; the nature of the interest and whether it was determined to constitute a conflict of interest; any alternative transactions considered; the members of the Board who were present during the deliberations on the transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations; any comparability data or other information obtained and relied upon by the Board and how the information was obtained; and the result of the vote, including, if applicable, the terms of the transaction that was approved and the date it was approved.

#### Article VI: Annual Disclosure and Compliance Statements

Each director, each corporate officer, the top management official, the top financial official, and each key employee of the Organization, shall annually sign a statement on the form attached, that:

- affirms that the person has received a copy of this conflict of interest policy, has read and understood the policy, and has agreed to comply with the policy; and
- discloses the person's financial interests and family relationships that could give rise to conflicts of interest.

### Article VII: Violations

If the Board has reasonable cause to believe that an Insider of the Organization has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, it shall inform such insider of the basis for this belief and afford the insider an opportunity to explain the alleged failure to disclose. If, after hearing the insider's response and making further investigation as warranted by the circumstances, the Board determines that the insider has failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action.

### Article VIII: Annual Reviews

To ensure that the Organization operates in a manner consistent with its status as an organization exempt from federal income tax, the Board shall authorize and oversee an annual review of the administration of this conflict of interest policy. The review may be written or oral. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved.

# Page 1 of 4

## COUNTY OF NASSAU

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

. Name of the Butity: The New York Board of Rubbis, Inc
Address: 171 Madison Ave., Str. 1602
Sity, State and Zip Code: New York, Ny. 10016
2. Entity's Vendor Identification Number: 13/809283
3. Type of Business;Public CorpPartnershipJoint Venture
Ltd. Liability Co Closely Held Corp Non FroA+Corp Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Joseph Potasnik 60 Pineapote Street, Brooklyn N.Y. 11201
Lester Bronstein 22 Haztellon Drive While Plans, NY 10605
Orderin Shlowsh 240 E 29 Street Apt 44 Newyork, By 10016
Ammiel Hursch 243 East 77 Street PHA New York, NY 10075
Elic Weinstrok 401 East 89" Street # 11 K New York, NY 10128
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 tiou of completing this section.
Nine - W

Page 2 of 4	
<ol> <li>above (if none subsidiary comp be updated to ind</li> </ol>	ted and related companies and their relationship to the firm entered on line e, enter "None"). Attach a separate disclosure form for each affiliated or any that may take part in the performance of this contract. Such disclosure shall clude affiliated or subsidiary companies not previously disclosed that participate ce of the contract.
None	
***************************************	
organization retable fore - Nassau committees, inciplanning Comm development or term "lobbyist" County of Nassa	c.). If none, enter "None." The term "lobbyist" means any and every person or ained, employed or designated by any client to influence - or promote a matter County, its agencies, boards, commissions, department heads, legislators or luding but not limited to the Open Space and Parks Advisory Committee and ission. Such matters include, but are not limited to, requests for proposals, improvement of real property subject to County regulation, procurements. The does not include any officer, director, trustee, employee, counsel or agent of the au, or State of New York, when discharging his or her official duties.  a) Name, title, business address and telephone number of lobbyist(s):
- none	
	1000

# Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
there is no lobbying activity
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
wsne
<u> </u>
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: 12/27/2016 Signed:
Print Name: Joseph Potasnik
Title Executive Vice Proxident

### Page 4 of 4

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

## **CONTRACT FOR SERVICES**

THIS AGREEMENT, dated as of January 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) The New York Board Of Rabbis, a not-for-profit corporation, having its principal office at: 136 East 39<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY 10016 (the "Contractor").

#### WITNESSETH:

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

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

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

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

- 1) <u>TERM</u>. This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017, subject to extension of two years or sooner termination as provided in this Agreement.
- 2) <u>SERVICES</u>. The services to be provided by the Contractor under this Agreement shall consist of designating and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

### 3) PAYMENT.

a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Eight Thousand Four Hundred Dollars (\$8,400.00), payable as follows: in equal monthly installments of \$700.00, in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County.

- b) Vouchers; Voucher Review, Approval and Audit. I) 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 of his or her duly designated representative (the "Comptroller").
  - II) The Voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.
- c) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5) No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

## 6) Compliance with Law.

- a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, 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." 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) 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 Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- c) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department. Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

### 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.
- c) 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.

## 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 or 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) <u>Insurance</u>.

a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one

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

- b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage's shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10) <u>Assignment: Amendment: Waiver: Subcontracting</u>. 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 "<u>County Executive</u>"), 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 give to the Commissioner.
- 12) Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination 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 provision of this Section shall survive the termination of this Agreement.
- 13) <u>Limitations on Actions and Special Proceedings Against the County</u>. 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 presentation. 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) <u>Time Limitation</u>. 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) 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.
- 15) 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.

### 16) 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 (<u>ii</u>) 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.
- 17) <u>Section and Other Headings</u>. 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.
- 18) 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.
- 19) <u>Administrative Service Charge</u>. Inasmuch as the Contractor is a not-for-profit religious or charitable organization, the County waives imposition of the administrative charge.
- 20) Executory Clause. Notwithstanding any other provision of this Agreement:
  - a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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#### CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) The New York Board Of Rabbis, a not-for-profit corporation, having its principal office at: 136 East 39<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY 10016 (the "Contractor").

### WITNESSETH:

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

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

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

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

- 1) <u>TERM</u>. This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017, subject to extension of two years or sooner termination as provided in this Agreement.
- 2) <u>SERVICES</u>. The services to be provided by the Contractor under this Agreement shall consist of designating and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

## 3) PAYMENT.

a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Eight Thousand Four Hundred Dollars (\$8,400.00), payable as follows: in equal monthly installments of \$700.00, in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County.

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  - II) The Voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.
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- certifications ("<u>Approvals</u>") necessary or appropriate in connection with this Agreement.
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- 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.
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- 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 give to the Commissioner.
- 12) Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination 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 provision of this Section shall survive the termination of this Agreement.
- 13) <u>Limitations on Actions and Special Proceedings Against the County</u>. 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 presentation. 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) <u>Time Limitation</u>. 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) 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.
- 15) 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.

### 16) 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.
- 17) <u>Section and Other Headings</u>. 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.
- 18) 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.
- 19) <u>Administrative Service Charge</u>. Inasmuch as the Contractor is a not-for-profit religious or charitable organization, the County waives imposition of the administrative charge.
- 20) Executory Clause. Notwithstanding any other provision of this Agreement:
  - a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

	THE NEW YORK BOARD OF RABBIS
	By: Osph Peter
	Name: Dusliph Parasnuk
	Title: / Executive Vice Preside 14
	Date: 13/27/2616
	NASSAU COUNTY
	By:
	Name:
	Title: Deputy County Executive
	Date:
(PLEASE EXECUTE IN F	STITE IVIK.)
(TEMBE EXECUTE IN I	LOE INK)
STATE OF NEW YORK)	
).	ss:
COUNTY OF MASSAU)	New gra
did depose and say she is the <u>Executive</u> described herein ar	in the year 201 before me personally came to me personally known, who, being by me duly sworn, that he or she resides in the County of Kink ; that he or which executed the above instrument; and that he or she signed which executed the board of directors of said corporation.  SOBEIDA BATISTA  Notary Public. State of New York  No. 01EA6308981  Chalified in Bronx County  My Commission Expires 08/04/2018
STATE OF NEW YORK)	)
COUNTY OF NASSAU)	S.B New York
On the 98th day	of <u>blumbl</u> in the year 201 <u>ll</u> before me personally came to me personally known, who, being by me duly sworn,
did depose and say she is a Deputy Co described herein a	that he or she resides in the County of; that he or county Executive of the County of Nassau, the municipal corporation and which executed the above instrument; and that he or she signed ereto pursuant to Section 205 of the County Government Law of
NOTARY PUBLI	C

# 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:			
		Joseph Patrismik	(Name)
(Addre	ess)	171 Madison Ave, Ste 1602, Newyork, Ny 10016	
		212 - 983 - 3521 (Telephone	
Ni	ımber)		,
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.	or a g	past five years, Contractor has has not been found be povernment agency to have violated federal, state, or local laws regient of wages or benefits, labor relations, or occupational safety and tolation has been assessed against the Contractor, describe below:	ulating health.

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.
knowl	by certify that I have read the foregoing statement and, to the best of my ledge and belief, it is true, correct and complete. Any statement or representation herein shall be accurate and true as of the date stated below.
121	27/2016 Afra
Dated	/ /
	I Krash Potasnok.
	Joseph Potasnek  Name of Chief Executive Officer
Swor	n to before me this
	day of, 2016.
	<del></del>



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/7/2017

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT NAME: PRODUCER SterlingRisk PHONE (A/C, No, Ext): 800-767-7837 FAX (A/C, No): 516-487-0372 135 Crossways Park Drive E-MAIL ADDRESS: request@sterlingrisk.com P.O. Box 9017 Woodbury NY 11797 INSURER(S) AFFORDING COVERAGE NAIC# 25658 INSURER A: Travelers Indemnity Company **NEWYORK-19** INSURED INSURER B: The New York Board of Rabbi's Inc. INSURER C : 171 Madison Avenue INSURER D: Suite 1602 New York NY 10016 INSURER E: INSURER F : CERTIFICATE NUMBER: 1982805247 COVERAGES **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. ADDL SUBR INSD WVD POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS **COMMERCIAL GENERAL LIABILITY** 6600070L25814 12/4/2016 12/4/2017 Х EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X OCCUR \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$2,000,000 OTHER \$ COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$ ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY \$ LIMBRELLA LIAR CUP5534Y06614 Х 12/4/2016 12/4/2017 OCCUR EACH OCCURRENCE \$1,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$1,000,000 DED X RETENTION \$ 10,000 WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Nassau County Correctional Facility is included as Additional Insured as per endorsement form CGF4760708 to the extent provided therein. **CERTIFICATE HOLDER** CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Nassau County Correctional Facility 100 Carmen Avenue East Meadow, NY 11554 AUTHORIZED REPRESENTATIVE

FAML4010 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER DOCUMENT HEADER

12/30/2016 10:03 AM

DOCUMENT CATEGORY ENTERED BY DOCUMENT NUMBER

INPUT PERIOD (MM YYYY) VENDOR NUMBER / SUFFIX

VENDOR NAME

COUNTRY

DUE DATE

**TERMS** 

VENDOR ADDRESS

ALPHA VENDOR

DOCUMENT AMOUNT

NUMBER OF LINES

BANK NUMBER

: CQ CONTRACT NON-CAPITAL

: LOVE, MARIA (2-3810)

INITIATING DEPT : CC : CQCC17000003

: 01 2017 JANUARY

: 131809283 01 APPROVAL TYPE : 01

: THE NEW YORK BOARD OF RABBIS INC

: 171 MADISON AVENUE

SUITE 1601

NY 10016 NEW YORK

USA

THE NEW YORK BOARD OF RAB

TREAS NO

SINGLE CHECK 8,400.00 CURRENCY CODE

RESPONSIBLE UNIT: 1

NOTEPAD (Y OR N) : N

POSTING/EDIT ERRORS

TRANSACTION CODE HASH

F1-HELP F2-SELECT F8-SUBMIT GO14 - RECORD FOUND

F3-DELETE F4-PRIOR F9-LINK F10-SAVE F9-LINK

F5-NEXT

F6-DTL ENTRY F12-ADL FCTNS FAML4050 V4.2 LINK TO:

#### NIFS PRODUCTION SYSTEM ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

12/30/2016 10:03 AM

DOCUMENT : CQCC17000003 - 02 INPUT PER: 01 2017 AMOUNT :

8,400.00

TRANS CODE

103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE

DOCUMENT REF

\*CHAPLIANCY 1/1/17-12/31/17\*

TRANS DESC.

TRANS AMOUNT

INDEX

CCGEN1310

REHABILITATION UNIT CHAPLAINCY

SUBOBJECT

UCODE/ORD#/DRC

GRANT GRANT DETAIL

PROJECT PROJECT DETAIL START DATE END DATE

DE510

FINANCIAL ERRORS:

F1-HELP F2-SELECT F7-VIEW DOC

F3-DELETE F9-LINK

F4-PRIOR F10-SAVE

F5-NEXT

GOO1 - RECORD SAVED



4.28-17

Contract ID:cqpk17000024

**Department: Parks** 

Capital:

SERVICE: Lakeside Theatre concert

NIFS ID #:cqpk17000024 NIFS Entry Date: 24-APR-17

Term: from 01-AUG-17 to 31-DEC-17

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

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

Vendor Info:	
Name: Plaza Theatrical Productions, Inc.	Vendor ID#:
Address:	Contact Person: Kevin
	Harrington
	Phone: 516-599-6870

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

## **Routing Slip**

Department	NIFS Entry: X	25-APR-17 PABUFFOLINO
Department	NIFS Approval: X	28-APR-17 LBARKER
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	01-MAY-17 RDALLEVA
ОМВ	NIFS Approval: X 88:10 G ST AVAILING	28-APR-17 MRONAN
County Atty.	NIFS Approval: X    NIFS Approval: X   8€: n	28-APR-17 DMCDERMOTT
County Atty.	Approval to Form: X Alwand nivs vn	28-APR-17 DMCDERMOTT
Dep. CE	Approval: X	15-MAY-17 CRIBANDO

Leg. Affairs	Approval/Review: X	02-MAY-17 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

### **Contract Summary**

Purpose: To provide a stage performance of ¿My Fair Lady, a musical tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre, Eisenhower Park.

Method of Procurement: The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer show will be a performance of the production on Long Island. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

**Procurement History:** Lakeside Theatre, Eisenhower Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 ½ hr. duration on August 25, 2017 at Lakeside Theatre, Eisenhower Park NY. Total cost: \$4,000.00

Impact on Funding / Price Analysis: Hotel/Motel Tax Grant Program \$4,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

#### **Advisement Information**

BUDGET CODES		
Fund:	gen	
Control:	pk	
Resp:	1800	
Object:	de500	
Transaction:	103	
Project#:		
Detail:		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$4,000.00
TOTAL	\$ 4,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 4,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 4,000.00

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

1. Vendor: Plaza Theatrical Productions, Inc.		
2. Dollar amount requiring NIFA approval: \$4000		
Amount to be encumbered: \$4000		
This is a New		
If new contract - \$ amount should be full amount of coll fadvisement - NIFA only needs to review if it is incre If amendment - \$ amount should be full amount of am	asing funds above the amount previously approved by NIFA	
3. Contract Term: 8/1/7-12/31/17  Has work or services on this contract commenced	? N	
If yes, please explain:		
4. Funding Source:		
General Fund (GEN) Capital Improvement Fund (CAP) X Other	Grant Fund (GRT) Federal % 0 State % 0 County % 0	
Is the cash available for the full amount of the contractif not, will it require a future borrowing?	Y N	
Has the County Legislature approved the borrowing?	N/A	
Has NIFA approved the borrowing for this contract?	N/A	
5. Provide a brief description (4 to 5 sentences) of	the item for which this approval is requested:	
To provide a stage performance of ¿My Fair Lady, a musice Eisenhower Park.	al tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre,	
6. Has the item requested herein followed all prop	per procedures and thereby approved by the:	
Nassau County Attorney as to form	Y	
Nassau County Committee and/or Legislature	Not Applicable	
Date of approval(s) and citation to the resolution where approval for this item was provided:		

Contract ID	Date	Amount	
CFPW16000042	07-APR-15	862000	

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

#### **AUTHORIZATION**

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

RDALLEVA

01-MAY-17

Authenticated User

Date

#### **COMPTROLLER'S OFFICE**

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

**NIFA** 

Amount being approved by NIFA: \_

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

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts 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.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND PLAZA THEATRICAL PRODUCTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Plaza Theatrical Productions, Inc. to perform a musical performance at Lakeside Theatre, Eisenhower Park, on August 25, 2017, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Plaza Theatrical Productions, Inc. George Maragos Comptroller





#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Plaza Theatrical Productions, Inc			
CONTRACTOR ADDRESS:			
FEDERAL TAX ID #:			
<u>Instructions:</u> 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			
inon			
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			
[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: three members of the Comptroller's Office and one member of the			
County Executive's Office. The proposals were scored and ranked. As a result of the scoring and			
ranking, the highest-ranking proposer was selected.			

III.  This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after		
of the	[describe ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county.	
propo depar	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the remember the describes the proposals received, along with the cost of each	
prop	osal.	
	A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:	
	<b>B.</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.	
memo	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not n at least three proposals.	
. X	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.	
	<b>D.</b> Pursuant to General Municipal Law Section 119-0, 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.

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

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

VIII. X 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 youchers.

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

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16



#### BRIAN NUGENT CHIEF DEPUTY COMMISSIONER

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

March 28, 2017

SERVICE: <u>Personal Services Contract for Lakeside Theatre Programming:</u>

<u>Plaza Theatrical Productions</u>

<u>Re: August 25, 2017 – "My Fair Lady"</u>

The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer's show will be a performance of "My Fair Lady", a musical tribute. The productions are supervised by Mr. Kevin Harrington, who enjoys a substantial reputation for production on Long Island. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent

ief Deputy Commissioner

## Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or ( years prior to the date of this disclosure a campaign committees of any of the follo committees of any candidates for any of	ers of the vendor provided campaign contributions. Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?	
Nove		
	be signed by a principal of the consultant, contractor or 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.		
	irms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration.	
	Vendor: Plaza Topodonas/ Productions, Inc.	
Dated: 3-16-17	Vendor: Plaza Topedonas Productions, Inc. Signed: July 1995	
	Print Name: Levis F. Hoeringros	
	Title: Res	

#### 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 Kaus F. Hackingros
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President // / / / 83 Treasurer//
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary <u> \( \frac{9}{1} \) / \( \frac{83}{1} \)</u>
	Chief Financial Officer// Partner//
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details. / ٥०%
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO/ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details.

6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO/ If Yes, provide details.		
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.	
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit	
	organi	zations 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 Xes, provide details for each such instance.	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? XES NO If Yes, provide details for each such instance.	
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.	
	<b>d</b> .	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.	
8.	8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)		
	a)	Is there any felony charge pending against you? YES NO $\checkmark$ If Yes, provide details for each such charge.	
	b)	Is there any misdemeanor charge pending against you? YES NO/ If Yes, provide details for each such charge.	
	c)	Is there any administrative charge pending against you? YES NO/ If Yes, provide details for each such charge.	
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.	

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO/ If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	In addi	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust
	investig subject for, or	gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO/ If Yes, provide details for each such
10.	listed in anti-tru includir	ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO/ If Yes; provide details for each such gation.
11.	respon	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _/_ If Yes; we details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

CERTIFICATION

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

I, Should the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in

the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 16th day of March 2017

Metary Rublic Niber KGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Explana September 30, 2017

Phasa Theotrical Productions Inc.
Name of submitting business

Haw F. Happing Grou
Print name

Mart And
Signature

Pres.
Title

3 1 16 1 17

#### **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: 3-16-17 1) Proposer's Legal Name: Plaza Theateical Productions Inc. 2) Address of Place of Business: List all other business addresses used within last five years: 3) Mailing Address (if different):\_ Phone: Does the business own or rent its facilities? Kant 4) Dun and Bradstreet number: NA 5) Federal I.D. Number: 6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes \_\_\_ No \_\_ If Yes, please provide details: \_\_\_\_ 8) Does this business control one or more other businesses? Yes No If Yes, please provide

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
11)	Has the proposer, during the past seven years, been declared bankrupt? Yes No _v If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes No If Yes, provide details for each such investigation
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? No Yes If Yes, provide details for each such
	charge
	b) Any misdemeanor charge pending? No <u>✓</u> Yes If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each

	such conviction	
	d) In the past 5 years, been convicted, after trial or by piea, of a misdemeanor?  No Yes If Yes, provide details for each such conviction.	
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _v_Yes If Yes, provide details for each such occurrence.	
business to any pr	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No	
applicabl and sewe detailed	past (5) tax years, has this business failed to file any required tax returns or failed to pay any le federal, state or local taxes or other assessed charges, including but not limited to water er charges? No If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire	
Provide a de	stailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.	
17) Conflict ( a) ple	and the second of the second o	
·	(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. <u>Na Conflict ਦੁਸਤੀ</u> ਤ	
	(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 exsists	
	(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 Exact	

	t	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	
		estable conflict Arisos, I inform the Country of The possible conflict and	
	<u> </u>	Illow The county to determine if An Actual conflict exosts	
	72	The first the fi	
Α.	extens	e a resume or detailed description of the Proposer's professional qualifications, demonstrating ive experience in your profession. Any prior similar experiences, and the results of these ences, must be identified.	
	Should	the proposer be other than an individual, the Proposal MUST include:	
	i)	Date of formation; Sept. 1983	
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Have F. Have You look	
	iii)	Name, address and position of all officers and directors of the company; Sane	
	iv)	State of incorporation (if applicable); אמני אינול אוני אינול אינו אינול	
	v)	The number of employees in the firm; 3	
	vi)	Annual revenue of firm; # 624,000.00	
	vii)	Summary of relevant accomplishments hazants over 800 live parfirmances por year	
	viii)	Copies of all state and local licenses and permits. Dia	
В.	Indicat	e number of years in business. 34 yea.a	
C.		e any other information which would be appropriate and helpful in determining the Proposer's ty and reliability to perform these services. $\mathcal{N}_{\mathcal{A}}$	
D.	<ol> <li>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.</li> </ol>		
	Compa	any The Hendryton Arts Council	
	Contact Person		
	Addres		
	City/St	ate	
	Teleph	one	
	Fax#		
	E-Mail	Address	

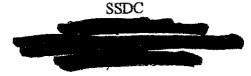
	Company The St. George Meatre
	Contact Person_
	Address
	City/State
	Telephone
	Fax#
	E-Mail Address
_	
	Company Live Nation at MCB Theatre Westburg
	Contact Person
	Address
	City/State
	Telephone
	Fax #

#### CERTIFICATION

3 / 16 / 17 Date

A MATERIALLY FALSE STATEMENT WILLFULLY C WITH THIS QUESTIONNAIRE MAY RESULT IN REI NOT RESPONSIBLE WITH RESPECT TO THE PRE MAY SUBJECT THE PERSON MAKING THE FALSE	NDERING THE SUBMITTING BUSINESS ENTITY SENT BID OR FUTURE BIDS, AND, IN ADDITION,
I, deail F. Haeri Maro, being duly sworn items contained in the foregoing pages of this question I supplied full and complete answers to each item the belief; that I will notify the County in writing of any chasubmission of this questionnaire and before the execusuplied by me is true to the best of my knowledge, in will rely on the information supplied in this questionnal with the submitting business entity.	nnaire and the following pages of attachments; that rein to the best of my knowledge, information and inge in circumstances occurring after the ution of the contract; and that all information information and belief. I understand that the County
Sworn to before me this 10 day of March  Although  Notary Public  View North Public, State of New York No. 4708642	2016
Qualified in Nassau County Commission Excises September 30, 30   + Name of submitting business: PIAZA Theatrical	Productions, Dr.
By: Kew F. HARRINGTON Print name Signature	
Pies.	
Title	

#### KEVIN F. HARRINGTON



## EXPERIENCE Directing and Arts Administration:

Plaza Theatrical Productions, Inc., Long Island, New York

Founder / Producer / Director 1983-Present

Total creative and fiscal responsibility of non-equity touring theatre company

Experience in all aspects of administration including grant writing, supervision of staff, publicity, contracts, bookings, scheduling, casting, overall coordination of cast, crew and musicians

From 1990-1995, operated Plaza Playhouse, a 260 seat, three-quarter round, state-of-the-art theatre presenting musicals, non-musicals, children's theatre, revues, educational theatre productions for school groups, mystery theatre, and Performing Arts Academy

Representative Directorial Credits:

Evita Into the Woods Sweeney Todd
The King & I My Fair Lady Fiddler on the Roof
Man of La Mancha The Sound of Music Gypsy
West Side Story La Cage Aux Folles Nunsense
Godspell The Music Man The Fantasticks

#### Lincoln Center "Out-of-Doors" Festival, Manhattan, New York 1988-1990

Produced and directed outdoor musicals: Shenandoah, Jack and the Beanstalk, Pinocchio

## Long Island Department of Parks and Recreation, Long Island, New York 1983-Present

Produced and directed outdoor touring musicals accompanied by the Nassau Symphony Orchestra

Representative Directorial Credits:

State Fair Guys and Dolls Oliver
Forever Plaid Carousel South Pacific
Joseph... Shenandoah Oklahoma
Annie Get Your Gun 1776 Hello, Dolly
Forum Goin' Hollywood A Grand Night For Singing

#### The Island Squire Dinner Theatre, Middle Island, New York 1983-1992

Produced and directed fully-staged musicals in the round

Representative Directorial Credits:

Zorba Cabaret Annie
Kiss Me Kate South Pacific Shenandoah
Kismet Man of La Mancha The Sound of Music

#### Leal Associates, Seaford, New York

1990-Present

Produced and directed touring productions which serve as fund-raisers for non-profit organizations

Representative productions:

Forever Plaid Driving Miss Daisy Play It Again, Sam Vanities On Golden Pond

Crossing Delancey The Gin Game Love Letters

On The Air I Ought to Be in Pictures I Dol I Dol

Dames at Sea

-Director of Musical Theatre. 1981-Present

Directed over 150 musicals for various companies in the New York metropolitan area

Representative productions:

Irene Brigadoon Side by Side by Sondheim Once Upon A Mattress

Bye, Bye, Birdie The Wiz Pippin

Show Boat

Funny Girl The Boy Friend

Camelot

Carnival Little Shop of Horrors

Some Enchanted Evening

They're Playing Our Song

Anything Goes

The Apple Tree

Charlie Brown

Teaching:

Molloy College, Rockville Centre, New York Communication Arts Department Adjunct Instructor 1984-1987 and 1993-1995

Taught introductory courses in Communications and Theatre

Produced and directed departmental musicals: Godspell, The Sound of Music, Nunsense

Stage Manager of departmental production: The Effect of Gamma Rays on Man-in-the-Moon Marigolds

EDUCATION:

Master of Arts

New York University, Manhatian Educational Theatre, 1985

Master Class Instructors:

Agnes DeMille Alfred Drake

Marni Nixon Larry Fuller

Stuart Ostrow

Directed world premiere of departmental opera, Daddy's Money

Directed departmental revue, The Musical Theatre Scrapbook

Bachelor of Arts

Molloy College, Rockville Centre, New York English Education 7-12, 1983

#### <u>PROFESSIONAL ORGANIZATIONS:</u>

The Society of Stage Directors and Choreographers Stage Directors and Choreographers Foundation, Inc. New York State Theatre Educators

References and Theatrical Reviews available upon request!

## Kevin F. Harrington

DIRECTOR S.S.D.G.



"A fine cast and swift, fluid staging underscore freshness."

Aileen Jacobson Theatre Critic

"Director Kevin F. Harrington has done a splendid job in bringing variety to the staging."

> Aileen Jacobson Theatre Critic

# Coursel

"Fine outdoor production directed by Kevin Harrington!"

Steve Parks Theatre Critic

Annie get your gun

"Annie hits the bulls-eye

Steve Parks

Theatre Critic

once more."

# MUSIE MÁN

Harrington's "Kevin handsome rendition will make you feel you're in turn-of-the-century Towa"

Steve Parks Theatre Critic





"This time he (Harrington) sought to make splash...and he did!"

> Renee Kaplan Theatre Critic



"Credit must be given Kevin F. Harrington, who has taken the limitations of the show's dinner theatre format and crafted them into an absorbing evening of well-paced entertainment."

> Bill Kaufman Theatre Critic



"Harrington has found elegant solutions to staging an extravagant musical in a theatre that has the audience sitting close to the actors on three sides."

> Aileen Jacobson Theatre Critic

Complete reviews and references available upon request

#### COUNTY OF NASSAU

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

1. Name of the Entity: PIAZA - The aheical - Productions, ISC.
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business: Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpOther (specify) SNB chaples 5
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):
Kavis F. HARRINGTOS - Pres/Secs
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.
Kevis F. HARRINGTON, & Morpson Dr., E. Rodsaway NY 11518

Page 2 of 4				
				· · · · · · · · · · · · · · · · · · ·
<ol> <li>above (if non subsidiary comp be updated to in</li> </ol>	e, enter "None"). cany that may take	r subsidiary companie	closure form for ea ince of this contract	
	<b>5</b> , 0,		#	
		₩	· 44	
All Land and All All Land Andrew Control		·		
organization ret before - Nassau committees, inc Planning Comm development or term "lobbyist" County of Nassa	ained, employed of County, its agence luding but not lime hission. Such matte improvement of a does not include a au, or State of New		client to influence ions, department have and Parks Advis of limited to, reque to County regulatio trustee, employee, orging his or her off	or promote a matter eads, legislators or ory Committee and sts for proposals, n, procurements. The counsel or agent of the icial duties.
Nove			······································	
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			<del>,,</del> .	

#### Page 3 of 4

Nore	
-	
(c) List whether and wh Nassau County, New York Star	nere the person/organization is registered as a lobbyist (e.g., te):
None	
8. VERIFICATION: This secti contractor or Vendor authorize	on must be signed by a principal of the consultant, d as a signatory of the firm for the purpose of executing Contracts
	o swears that he/she has read and understood the foregoing her knowledge, true and accurate.
Dated: 3-16-17	Print Name: Lang Keow F. Hareis grov
	Print Name: Ross Keow F. Harris Grov
	Tister Pop C

Page 4 of 4

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

#### CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Plaza Theatrical Productions, Inc., a New York not-for-profit corporation, having its principal office at "Performer" or "Contractor").

#### WITNESSETH:

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

WHEREAS, the Performer desires to perform the services described in this Agreement;

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

- 1. <u>Term.</u> This Agreement shall commence on August 1, 2017 and shall terminate on December 31, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.
- 2. <u>Program</u>. (a) The Performer is hereby retained by the County to perform one live stage performance of "My Fair Lady musical tribute" to be held on August 25, 2017, from 7:30 p.m. to 10:00 p.m. at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554 ("Performance").
- (b) (i) The County shall supply venue stage, sound, and lighting for the Lakeside production of My Fair Lady on August 25, 2017.
- (c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.
- (d) The Performer must appear for a sound check on the day of each Performance, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performer fails to appear as stated herein.

- (e) At least ten (10) days prior to each Performance, the Performer shall provide to the Department the Performance's complete production details and stage plot.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Four Thousand Hundred Dollars** (\$4,000.00). For Payment purposes, the following amounts shall be allocated to each Performer:

#### (1) My Fair Lady - Four Thousand Dollars (\$4,000.00) and

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- (i) An advance payment of fifty (50%) percent of the maximum amount (\$2,000.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.
- (ii) The balance payment respecting each Performance shall be made payable to the Performer and shall be paid after the completion of each Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.
- (iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.
- (iv) Reconciliation If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting <u>Vouchers</u> in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review,

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

- (c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer 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 Performer received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "<u>Performer Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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. <u>No Arrears or Default</u>. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, 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 Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure

under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law:
- (a) The Performer shall, and shall cause Performer 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 Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification: Defense: Cooperation</u>. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.
- (c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer 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 Performer is responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

- (d) The Performer shall, and shall cause Performer 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 Performer and/or a Performer Agent in connection with this Agreement.
  - (e) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery: Coverage Change: No Inconsistent Action</u>. 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 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.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

#### Insured:

Plaza Theatrical Productions, Inc.



#### **Description of Operations:**

The Certificate holder, Nassau County, is included as Additional Insured Event(s) & Date(s): My Fair Lady (August 25, 2017)

Location(s): Lakeside Theatre, Eisenhower Park, East Meadow, NY

#### Certificate Holder:

County of Nassau 1550 Franklin Avenue Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE** 

- 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon eighteen (18) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performer 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 12. Accounting Procedures; Records. The Performer 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 Performer 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. <u>Limitations on Actions and Special Proceedings Against the County.</u> 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 Performer 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 Performer 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 Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. 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 Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer 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 <u>forum non conveniens</u>. 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.
- 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 Performer 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 Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Administrative Service Charge</u>. Since the Contractor is a New York not-for-profit corporation it is not required to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006.
- 20. <u>Streaming Video</u>. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

#### 21. Miscellaneous.

- (a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer or the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.
- (b) The Performer grants the Department a limited, non-exclusive, license to use the Performer and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performer's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

- (c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.
- (d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer and/or the Performer.
- (e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.
- (f) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.
- (g) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.
- (h) The Performers shall make themselves available for photographs prior to the performance.
  - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
  - (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. <u>Entire Agreement</u>. 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 Performer and the County have executed this Agreement as of the date first above written.

## PLAZA THEATRICAL PRODUCTIONS, INC.

By In 10/5	
Name: Kaw F. Marcison	·- •-
Title: hes	
Date: 3-16-17	
NASSAU COUNTY	

Name:

Title: County Executive

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

On the 16 day of 10 day of

STATE OF NEW YORK)

COUNTY OF NASSAU)

## Appendix L

## Certificate of Compliance

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

1.	The chief executive officer of the Permittee is:	
	Laux F. Haceisans	(Name)
		(Address)
	(Te	lephone Number)
2.	The Permittee agrees to either (1) comply with the requirements County Living Wage Law or (2) as applicable, obtain a waiver of requirements of the Law pursuant to section 9 of the Law. In the contractor does not comply with the requirements of the Law or of the requirements of the Law, and such contractor establishes to of the Department that at the time of execution of this agreement reasonable certainty that it would receive such waiver based on a Rules pertaining to waivers, the County will agree to terminate the without imposing costs or seeking damages against the Contract	of the event that the obtain a waiver to the satisfaction t, it had a the Law and the contract
3.	In the past five years, Permitteehashas not been for a government agency to have violated federal, state, or local law payment of wages or benefits, labor relations, or occupational sate a violation has been assessed against the Permittee, describe below.	s regulating fety and health. It
4.	In the past five years, an administrative proceeding, investigation body-initiated judicial action has has has not been compor relating to the Permittee in connection with federal, state, or legulating payment of wages or benefits, labor relations, or occur	menced against ocal laws

	and health. If such a proceeding, action, or investigation has been commenced, describe below:
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5.	Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.
and be	by certify that I have read the foregoing statement and, to the best of my knowledge blief, it is true, correct and complete. Any statement or representation made herein be accurate and true as of the date stated below.
	÷ Age
3-16	-17
Dated	
Sant	14/-
Signat	ure of Chief Executive Officer
•	
Keui: Name	of Chief Executive Officer
2	·
Sworr	n to before me this
16	day of March, 2017.
ALL STATES	y Public
JOEL HI SE Notary Public	y Public  Incamberger  State of New York  4708642
Oundivined in	Nassau County Nassau County Nassau County



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/8/2016

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

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

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II C	HIS IS TO CERTIFF THAT THE FOLLIGE NOICATED. NOTWITHSTANDING ANY RI PERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERTA POLIC	EME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPE TO HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S	
A	X COMMERCIAL GENERAL LIABILITY	Y		PHPK1511312		7/10/2016	7/10/2017	EACH OCCURRENCE	\$1,000	0.000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,0	
								MED EXP (Any one person)	\$5,000	)
								PERSONAL & ADV INJURY	\$1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1						GENERAL AGGREGATE	\$2,000	0.000
	POLICY PRO-	1						PRODUCTS - COMP/OP AGG	\$2,000	
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY	1		PHPK1511312		7/10/2016	7/10/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	1.000
	X ANY AUTO							BODILY INJURY (Per person)	\$	,,000
								BODILY INJURY (Per accident)		
	NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	X HIRED AUTOS X AUTOS							(Per accident)		
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	<del></del>
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	.						PER OTH STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	J "'^						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	
	BESON: NOT OF ENTISONS BOOK				<del></del>				<u> </u>	
	<u> </u>	<u>l</u>		<u> </u>				<u> </u>		
A	cription of operations / Locations / Vehic dditional Insured for General Liability ast Meadow, NY 11554.				-				Eisen	hower Park,
CE	RTIFICATE HOLDER				CAN	ELLATION				<u> </u>
	County of Nassau 1550 Franklin Avenue Mineola NY 11501				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
				AUTHO	RIZED REPRESE	Aug -		** ***		

#### **Buffolino**, Patti

From:

Gillen, Cindy

Sent:

Tuesday, April 25, 2017 1:54 PM

To:

Buffolino, Patti

Cc:

Nugent, Brian; Camerlengo, Frank; Krieb, Eileen A; Rosenthal, Lynn; McDermott, Dennis

Subject:

Insurance for Plaza Theatrical

Patti, please see below thread. Plaza will provide their new COI as soon as it renews on or about July 10, 2017. Cindy

From: Plazatheatrical@aol.com [mailto:Plazatheatrical@aol.com]

Sent: Tuesday, April 25, 2017 1:28 PM

To: Gillen, Cindy Subject: Re: insurance

Hi Cindy-

Just to confirm our conversation, I will send the County the updated certificate of insurance as soon as we renew the policy. You will be receiving the revised certificate of insurance in July 2017.

Much thanks, Denise Riven

Plaza Theatrical Productions, Inc.

In a message dated 4/25/2017 12:58:25 P.M. Eastern Daylight Time, callen@nassaucountyny.gov writes:

Dear Denise,

As discussed this afternoon, the Certificate of Insurance submitted with your contract and related documents shows an expiration date of July 10, 2017, which would not cover your performance on August 25, 2017. Please advise when you will be able to provide a COI whose effective dates cover your performance date. Thanks.

Cindy



U-29-17

Contract ID:cqpk17000026

**Department: Parks** 

Capital:

SERVICE: Lakeside Theatre concert

NIFS ID #:cqpk17000026 NIFS Entry Date: 24-APR-17

Term: from 01-AUG-17 to 31-DEC-17

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

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

Vendor Info:	
Name: Leftfield Productions, Inc.	Vendor ID#:
Address:	Contact Person: Joe D'Urso
	Phone: 845-353-2407

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

## **Routing Slip**

Department	NIFS Entry: X	01-MAY-17 PABUFFOLINO
Department	NIFS Approval: X	01-MAY-17 LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	01-MAY-17 RDALLEVA
OMB	NIFS Approval: X bとin cd SI AVN LIDZ	01-MAY-17 MRONAN
County Atty.	Insurance Verification: XRIV ISIN TO A STATE OF THE PROPERTY O	01-MAY-17 DMCDERMOTT
County Atty.	Insurance Verification: Xniv ISION 1 AVII LIIV  Approval to Form: X  Alkinos nvssyn  Approval to Form: X	01-MAY-17 DMCDERMOTT
Dep. CE	Approval: X	15-MAY-17 CRIBANDO

Leg. Affairs	Approval/Review: X	02-MAY-17 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## **Contract Summary**

Purpose: To provide a musical performance of Neil Bergs 100 Years of Broadway at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 12, 2017.

Method of Procurement: This contractor has a significant industry reputation for presenting a Broadway music revue performance of the highest quality. All of the cast members are professional trained and seasoned veterans of the Broadway stage. Unique to this Broadway revue is Mr. Berg¿s appearance as master of ceremonies at the piano, interacting with the performers and escorting the audience through the history of each individual performance and the Broadway show from which it was derived. Neil Berg¿s 100 years of Broadway has appeared at the Lakeside Theatre for over 20 years and attracts an audience in excess of 6000 every year.

**Procurement History:** The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

**Description of General Provisions:** Musical performance of 2 hour duration on August 12, 2017 at Lakeside Theatre. Total cost: \$10,000.00

Impact on Funding / Price Analysis: None-Hotel/Motel Tax Grant Program \$10,000.00

Contract processing fee - \$160.00 copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

## **Advisement Information**

BUDG	ET CODES
Fund:	grt
Control:	pk
Resp:	gen1800
Object:	de500
Transaction:	103
Project #:	•
Detail:	

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 0.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 0.00	
Other	\$ 10,000.00	
TOTAL	\$ 10,000.00	

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 10,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 10,000.00

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

1. Vendor: Leftield Productions, Inc.		
2. Dollar amount requiring NIFA approval: \$10000		
Amount to be encumbered: \$10000		
This is a New		
If new contract - \$ amount should be full amount of contract If advisement - NIFA only needs to review if it is increasing if amendment - \$ amount should be full amount of amendment.	funds above the amount previously approved by NIFA ent only	
3. Contract Term: 8/1/17-12/31/17  Has work or services on this contract commenced? N		
If yes, please explain:		
4. Funding Source:		
General Fund (GEN) Grant F Capital Improvement Fund (CAP) X Other	Fund (GRT) Federal % 0 State % 0 County % 0	
Is the cash available for the full amount of the contract?  If not, will it require a future borrowing?	Y N	
Has the County Legislature approved the borrowing?	N/A	
Has NIFA approved the borrowing for this contract?	N/A	
5. Provide a brief description (4 to 5 sentences) of the if	em for which this approval is requested:	
To provide a musical performance of Neil Bergs 100 Years of Broadway	at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 12, 2017.	
6. Has the item requested herein followed all proper pr	ocedures and thereby approved by the:	
Nassau County Attorney as to form Y		
Nassau County Committee and/or Legislature Not A	Applicable	
Date of approval(s) and citation to the resolution wh	ere 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	Date	Amount
cqpk16000024	01-MAR-16	5336

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s.

RDALLEVA 01-MAY-17

<u>Authenticated User</u> <u>Date</u>

#### COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User Date

NIFA

Amount being approved by NIFA: \_

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

Authenticated User Date

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

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

NIFA reserves the right to request additional information as needed.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND
LEFTFIELD PRODUCTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Leftfield Productions, Inc. to provide a musical performance at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Leftfield Productions, Inc.

George Maragos Comptroller



Redacted

# **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: Leftfield Productions, Inc.
CONTRACTOR ADDRESS
FEDERAL TAX ID #:
<u>Instructions:</u> 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
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: three members of the Comptroller's Office and one member of the
County Executive's Office. The proposals were scored and ranked. As a result of the scoring and
ranking, the highest-ranking proposer was selected.

III.   This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on [date]. This is a
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into
(orbito) of min reservent leader are managed.
after
[describe
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation
of the contractor's performance for any contract to be renewed or extended. If the contractor has not
received a satisfactory evaluation, the department must explain why the contractor should nevertheless be
permitted to continue to contract with the county.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
□ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. X 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.
X 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.

1-1,

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII.
Instructions with respect to Section VIII or IX, as applicable.  Then, check either box Section VIII or IX, as applicable.
VII. This is a public works contract for the provision of archive compliance or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
VIII. X 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. 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: X a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.  Department Head Signature
<del></del>

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.

EDWARD P. MANGANO COUNTY EXECUTIVE



BRIAN NUGENT CHIEF DEPUTY COMMISSIONER

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

April 19, 2017

SERVICE: Personal Services Contract for Lakeside Theatre Programming: Re: August 12, 2017 - "Neil Berg's 100 Years of Broadway"

The above contractor will provide a professional musical performance for the residents of Nassau County for the above mentioned concert. The compensation to this presenter is consistent with fees for unique artistic presentations of this kind. It was engaged directly without the assistance (or fee) of an agent, broker or producer.

This contractor has a significant industry reputation for presenting a Broadway music revue performance of the highest quality. All of the cast members are professional trained and seasoned veterans of the Broadway stage. Unique to this Broadway revue is Mr. Berg's appearance as master of ceremonies at the piano, interacting with the performers and escorting the audience through the history of each individual performance and the Broadway show from which it was derived. Neil Berg's 100 years of Broadway has appeared at the Lakeside Theatre for over 20 years and attracts an audience in excess of 6000 every year. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's. These services cannot be provided by any staff currently employed by the County.

Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.

Chie Deputy Commissioner

# Exhibit A



### COUNTY OF NASSAU

## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election I ending on the date of this disclosure, or (b	rs of the vendor provided campaign contributions  Law in (a) the period beginning April 1, 2016 and  b), beginning April 1, 2018, the period beginning two
campaign committees of any of the follow committees of any candidates for any of the	nd ending on the date of this disclosure, to the ving Nassau County elected officials or to the campaign he following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
NONE	
Vendor authorized as a signatory of the fi	be signed by a principal of the consultant, contractor or rm for the purpose of executing Contracts.
statements and they are, to his/her knowle	
	thout duress, threat or any promise of a governmental remuneration.
Dated: 4//12/17	Vendor: LEFT Fresch Franciscous, INC Signed: New Bers Print Name: WEIL BERG
	Title: OWHER

#### 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 <u>NEIL BERC</u>
	Date of birth
	Home address
	City/state/zip
	Business address S
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone <u>NA</u>
	List of other addresses and telephone numbers attached MA
2.	Positions held in submitting business and starting date of each (check all applicable)  President 2 / 2 / ///// Treasurer //
	Chairman of Board/ Shareholder/
	Chief Exec. Officer// Secretary//
	Chief Financial Officer / / Partner / /
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. /00%
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO _i; If Yes, provide details.

6.	Section	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO, provide details.
op Pro the	eration ovide a e appro	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the pa- bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b) ·	Is there any misdemeanor charge pending against you? YESNOIf Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO/ If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

		misdemeanor? YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in 15 yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YESNOIf Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

year.

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

#### **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.

, being duly swom, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of myknowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of Apri

ROSALIE M BOMZER Notary Public - State of New York NO. 01BO4774238 Qualified in Rockland County My Commission Expires Dec 31, 2018

#### **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.

blanks.
(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Date: 4/12/17
1) Proposer's Legal Name: LEFTFIEZD Frod Inc
2) Address of Place of Business:
List all other business addresses used within last five years:
3) Mailing Address (if different): Jame
Phone:
Does the business own or rent its facilities? RENT
4) Dun and Bradstreet number: <i>MA</i>
5) Federal I.D. Number:
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation ivolution of the Corporation in th
7) Does this business share office space, staff, or equipment expenses with any other business?  Yes No
8) Does this business control one or more other businesses? Yes No / If Yes, please provide details:

9)	Does this business have one of more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No _/_ If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
11	Has the proposer, during the past seven years, been declared bankrupt? Yes No If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12]	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  Yes No If Yes, provide details for each such investigation
13	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation.
14	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? No Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No Ves If Yes, provide details for each such charge.
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each

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	such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  NoYes If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? NoYes If Yes, provide details for each such occurrence.
business to any pro	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No Yes; If Yes, provide details for each such
applicable and sewe detailed r	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire
Provide a det	tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
	of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase 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.
	(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.

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	;	b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the cuent that
		Missible Many of a control of the and of the mention
		possible and allow the county to destimine referrated
A.	extens	e a resume or detailed description of the Proposer's professional qualifications, demonstrating sive experience in your profession. Any prior similar experiences, and the results of these iences, must be identified.
	Shoul	d the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; 2/2 4//999
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NEILBERG
	iii)	Name, address and position of all officers and directors of the company;
	iv)	State of incorporation (if applicable); Ny
	v)	The number of employees in the firm; 23
	vi)	Annual revenue of firm;
	vii)	Summary of relevant accomplishments -Broadway ENTERTHINMENT
	viii)	Copies of all state and local licenses and permits NA
В.	Indica	te number of years in business. IS YEAS
C.		le any other information which would be appropriate and helpful in determining the Proposer's ity and reliability to perform these services.
D.	Provid provid work.	e names and addresses for no fewer than three references for whom the Proposer has ed similar services or who are qualified to evaluate the Proposer's capability to perform this
	Comp	any THEDSON ENTERPRISES
	Conta	ct Person ADAM TRIEDSON
	Addre	es
	City/St	rate
	Teleph	none
	Fax#	NA
	E-Mail	Address Address
SHEET.	on an integralia	

Company	CALANAN MANAGEMENT	_
Contact Person	Joe Diviso	
Address		_
City/State		
Telephone		
Fax #	NA	
E-Mail Address		
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Company	STANDING Proportions	<del></del> 34
Company		<b>5</b> 4,
		<b>\$</b> .
Contact Person	JOHN ASSELTA	<b>\$</b> *.
Contact Person	JOHN PSSELTA	<b>\$</b> .
Contact Person Address City/State	JOHN PSSELTA	-

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#### 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.
, Well Below, being duly sworn, state that I have read and understand all the terms contained in the foregoing pages of this questionnaire and the following pages of attachments; that supplied full and complete answers to each item therein to the best of my knowledge, information and
pelief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract
vith the submitting business entity.
Sworn to before me this $1^3$ day of $April 20167$
ROSALIE M BOMZER Notary Public - State of New York NO. 01B04774238 Qualified in Rockland County My Commission Expires Dec 31, 2018
· · · · · · · · · · · · · · · · · · ·
Name of submitting business: LEFTFIELD FRODUCTIONS, INC
By: NEIL BERG Print name 2
Signature  OWNER / Fresingen T
MY 12 7.13

## COUNTY OF NASSAU

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

1. Name of the Entity: LESTSIELD VIDOUCTIONS, INC
Address:
City, State and Zip Code:
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpOther (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
NEIL BERG-
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.  **MONE**

6 Tiotalla	ections of and analysis of an analysis of the state of th
1. above (if subsidiary be updated	ffiliated and related companies and their relationship to the firm entered on none, enter "None"). Attach a separate disclosure form for each affiliated company that may take part in the performance of this contract. Such disclose to include affiliated or subsidiary companies not previously disclosed that primance of the contract.
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bid, post-bi organization before - Na committees Planning Co development term "lobby	d, etc.). If none, enter "None." The term "lobbyist" means any and every per a retained, employed or designated by any client to influence - or promote a sau County, its agencies, boards, commissions, department heads, legislated, including but not limited to the Open Space and Parks Advisory Committed to mmission. Such matters include, but are not limited to, requests for proposet or improvement of real property subject to County regulation, procureme
bid, post-bi organization before - Na committees Planning Co development term "lobby	obbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). If none, enter "None." The term "lobbyist" means any and every per retained, employed or designated by any glient to influence - or promote a sau County, its agencies, boards, commissions, department heads, legislated, including but not limited to the Open Space and Parks Advisory Committed ommission. Such matters include, but are not limited to, requests for propose at or improvement of real property subject to County regulation, procurements, does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer, director, trustee, employee, counsel or against a does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the does not include any officer and the
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#### Page 3 of 4

description of lobbying activities.	. See below for a complete
NONE	•
	Color of the Color
(c) List whether and where the person/organization County, New York State):	ntion is registered as a lobbyist (e.g.,
NONE	MA 4
8. VERIFICATION: This section must be signed by a contractor or Vendor authorized as a signatory of the f	principal of the consultant, irm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has statements and they are, to his/her knowledge, true and	
Dated: 4/12/17 Signed: //	el Boy
Print Name:	al Beec
Title:	wel.

Page 4 of 4

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

#### CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "<u>Agreement</u>"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "<u>County</u>"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "<u>Department</u>"), and Leftfield Productions, Inc., having its principal office at the "<u>Performer</u>" or "Contractor").

#### WITNESSETH:

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

WHEREAS, the Performer desires to perform the services described in this Agreement;

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

- 1. <u>Term.</u> This Agreement shall commence on August 1, 2017 and shall terminate on December 31, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.
- 2. <u>Program.</u> (a) The Performer is hereby retained by the County to perform under the name: Neil Berg's 100 Years of Broadway, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554; to be held on August 12, 2017, from 8:00 p.m. to 10:00 p.m., with one (1) fifteen (15) minute intermission, including set-up (a "Performance");
- (b) The County shall supply venue stage, sound, lighting and reasonable hospitality.
- (c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.
- (d) The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performers fail to appear as stated herein.

- (e) At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Ten Thousand and 00/100 Dollars** (\$10,000.00).

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- (i) An advance payment of fifty (50%) percent of the maximum amount (\$5,000.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.
- (ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.
- (iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.
- (iv) Reconciliation If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting <u>Vouchers</u> in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").

- (c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (<u>i</u>) performed prior to termination, (<u>ii</u>) authorized by this Agreement to be performed, and (<u>iii</u>) not performed after the Performer received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "<u>Performer Agent</u>"), 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 "<u>Person</u>" 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. <u>No Arrears or Default</u>. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, 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. <u>Compliance With Law.</u> (a) <u>Generally.</u> The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Records Access. The parties acknowledge and agree that all records, information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the

Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law:
- (a) The Performer shall, and shall cause Performer 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 Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.
- (c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer 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 Performer is responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (d) The Performer shall, and shall cause Performer 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 Performer and/or a Performer Agent in connection with this Agreement.

- (e) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery; Coverage Change; No Inconsistent Action.</u> 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 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.

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

#### Insured:

Leftfield Productions, Inc.



#### **Description of Operations:**

The Certificate holder, Nassau County, is included as Additional insured

Date(s): August 12, 2017,

Location: Lakeside Theatre & Eisenhower Park, East Meadow, NY 11554

#### Certificate Holder:

County of Nassau 1550 Franklin Avenue Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE** 

- 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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 (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performer 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 12. Accounting Procedures; Records. The Performer 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 Performer 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. <u>Limitations on Actions and Special Proceedings Against the County.</u> 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 Performer 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 Performer 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 Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. 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 Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer 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 Performer 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 Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability: Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 18. <u>Section and Other Headings</u>. 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. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
- 20. <u>Streaming Video</u>. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

#### 21. Miscellaneous.

- (a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer or the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.
- (b) The Performer grants the Department a limited, non-exclusive, license to use the Performer and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performer's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.
- (c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants

that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

- (d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer and/or the Performer.
- 22. Executory Clause. Notwithstanding any other provision of this Agreement:
  - (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 23. 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 Performer, Management Co. and the County have executed this Agreement as of the date first above written.

#### LEFTFIELD PRODUCTIONS, INC.

By: Aud V	
Name: NEIL BERG	
Title: OWNER	
Date: $\frac{9}{1}$	
NASSAU COUNTY	
<i>T</i> .	
Ву:	
Name:	
Title:	

PLEASE EXECUTE IN <u>BLUE</u> INK

Date:

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU) Koettavel
On the 3 day of in the year 2017 before me personally came in the year 2017 before me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; and that he or she signed his or her name hereto and has executed the above instrument.
STATE OF NEW YORK)
COUNTY OF NASSAU)
On theday of in the year 2017 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; and that he or she signed his or her name hereto and has executed the above instrument.
NOTARY PUBLIC

## Appendix L

#### Certificate of Compliance

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

1.	The chief executive officer of the Permittee is:
•	NEIL BERG (Name)
	(Address)
	(Telephone Number)
2.	The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3.	In the past five years, Permittee has has not been found by a court of a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. It a violation has been assessed against the Permittee, describe below:
4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety

and health. If such a proceeding, action, or investigation has been commence describe below:	ed,
5. Permittee greet to permit access to work sites and relevant payroll records authorized County representatives for the purpose of monitoring compliance the Living Wage Law and investigating employee complaints of noncompliance.	e with
I hereby certify that I have read the foregoing statement and, to the best of my know and belief, it is true, correct and complete. Any statement or representation made h shall be accurate and true as of the date stated below.	
4/12/17	
Dated /	
Signature of Chief Executive Officer	
Name of Chief Executive Officer	
Sworn to before me this	
13 day of $2017$ .	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

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#### Buffolino, Patti

From:

Gillen, Cindy

Sent:

Tuesday, April 25, 2017 1:55 PM

To:

Buffolino, Patti

Cc:

Nugent, Brian; Camerlengo, Frank; Krieb, Eileen A; Rosenthal, Lynn; McDermott, Dennis

Subject:

**Insurance for Leftfield Productions** 

Categories:

Red Category

Patti, please see below thread. Leftfield will provide their new COI as soon as it renews on or about June 9, 2017. Cindy

----Original Message----

From: Joe D'Urso [mailto:joe@neilberg.com]

Sent: Tuesday, April 25, 2017 1:30 PM

To: Gillen, Cindy Subject: Re: Insurance

#### Cindy,

Our new insurance policy/carrier is being worked out at the moment and it will roll right over into a new policy when our current one expires in the beginning of June. At that time, or sooner if possible, Leftfield Productions, Inc will forward Nassau County a new COI for our August concert.

Many thx Joe D'Urso GM - LFP, Inc

On Tue, Apr 25, 2017 at 12:56 PM, Gillen, Cindy <cgillen@nassaucountyny.gov> wrote:

- > As discussed this afternoon, the Certificate of Insurance submitted
- > with your contract and related documents shows an expiration date of
- > June 9, 2017, which would not cover your performance on August 12,
- > 2017. Please advise when you will be able to provide a COI whose
- > effective dates cover your performance date. Thanks.

>

> Cindy



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# NASSAU COUNTY LEGISLATURE 11th TERM MEETING AGENDA

## RULES COMMITTEE

MAY 22, 2017 1:00 PM

Norma Gonsalves – Chairwoman Richard Nicolello– Vice Chairman Dennis Dunne Howard Kopel Kevan Abrahams – Ranking Delia DeRiggi-Whitton Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
A-20-17	PR	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND ICONSTITUENT LLC. A-20-17
E-126-17	PB	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY AND CHILDREN'S ASSOCIATION, INC. E-126-17
E-127-17	PB	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY AND CHILDREN'S ASSOCIATION, INC. E-127-17
E-128-17	PK	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CORNELL COOPERATIVE EXTENSION NASSAU COUNTY. E-128-17
E-129-17	PW	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS & ENGINEERS. E-129-17
E-131-17	SS	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND FORENSIC PSYCHOLOGY CONSULTING, PLLC. E-131-17

RULES

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-133-17	PK	R	RESOLUTION NO2017
			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 PARKS,
			RECREATION AND MUSEUMS AND NY TRAVEL MEDIA LLC. E-133-17
E-134-17	CC	R	RESOLUTION NO2017
			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 SHERIFF'S DEPARTMENT,
		_	AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC. E-134-17
U-15-17	CC	R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL
			SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF
TI 40 45	DIZ	<b>.</b>	THE DEPARTMENT OF CORRECTION AND THE NEW YORK BOARD OF RABBIS. U-15-17
U-28-17	PK	R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF
			THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND
			PLAZA THEATRICAL PRODUCTIONS, INC. U-28-17
U-29-17	PK	R	RESOLUTION NO2017
0-27-17	113	K	A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL
			SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF
			THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND LEFTFIELD
			PRODUCTIONS, INC. U-29-17
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	PR	R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF
			PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF
			NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND
			HVAC INC. A-4-16

RULES 2

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
B-4-16	PW	R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE
			A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE
			NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC.
			B-4-16
U-13-17	HI	R	RESOLUTION NO2017
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL
			SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF
			THE NASSAU COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE
			FRANCIS, ESQ. U-13-17

RULES 3

# NASSAU COUNTY LEGISLATURE 11th TERM MEETING AGENDA

# RULES COMMITTEE ADDENDUM

MAY 22, 2017 1:00 PM

Norma Gonsalves – Chairwoman Richard Nicolello– Vice Chairman Dennis Dunne Howard Kopel Kevan Abrahams – Ranking Delia DeRiggi-Whitton Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item	Proposed	Assigned	<u>Summary</u>
No.	By	To	
A-23-17	PR	R	RESOLUTION NO2017 A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF
			PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF
			NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND
			VIRSIG LLC. A-23-17



Office of Purchasing

A.23-17

### Staff Summary A-23-2017

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	То	Date	Approval	Info	Other	Date & Init.	Approval	Date & Init.	Approval		
	Assgn Comm						Dept. Head		Counsel to C.E.		
	Rules Comm					,	Budget	4/24/17	County Atty.		
	Full Leg					91/10	Deputy C.E.		County Exec.		
ur	rative <u>pose:</u> To auth inty Police Dep	orize and	i award a p	urchas	e order for	Security Syst	em, Furnish a	nd Install for	the Nassau		
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Recommendation: Office of Purchasing recommends an award be-given to Virsig LLC. as the lowest

TS:1 O 1-YM TIME

responsible bidder meeting specifications.

#### COUNTY OF NASSAU

#### INTER – DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-23-2017

FROM:

ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE:

APRIL 17, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY POLICE DEPARTMEN

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED NINETY-NINE DOLLARS AND THIRTY-NINE CENTS (\$273,399.39) ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT TO <u>VIRSIG LLC</u> WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR SECURITY SYSTEMS, FURNISH AND INSTALL FOR NASSAU COUNTY POLICE DEPARTMENT.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

ERIC NAUGHTON

DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

ENCL:

(1) STAFF SUMMARY

- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) BID SUMMARY
- (5) BID PROPOSAL
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) RECOMMENDATION OF AWARD
- (8) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND <u>VIRSIG LLC</u>.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF

PURCHASING has received competitive bids 99022-04137-024 for Security System, Furnish and Install

for the Nassau County Police Department as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, <u>VIRSIG LLC</u> submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director,

Office of Purchasing to award and execute the said Purchase Order with <u>VIRSIG LLC.</u>



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

committees of any candidates for any of Executive, the County Clerk, the Compt: If yes, to what campaign committee?	Law in (a) the (b), beginning and ending on wing Nassau ( the following l	period beginning April 1, 2016 and April 1, 2018, the period beginning two the date of this disclosure, to the County elected officials or to the campaign Nassau County elected offices: the County
No.		
	,	
<ol><li>VERIFICATION: This section must Vendor authorized as a signatory of the f</li></ol>	be signed by a irm for the pur	principal of the consultant, contractor or pose of executing Contracts.
The undersigned affirms and so swears the statements and they are, to his/her knowless	hat he/she has : edge, true and	read and understood the foregoing accurate.
The undersigned further certifies and affidentified above were made freely and were the freely and were for any benefit or	ithout duress, 1	ontribution(s) to the campaign committees threat or any promise of a governmental
04/13/2017	Vendor	VIRSIG, LLC.
Dated:	Signed:	4
	Print Name:	GLENN TAYLOR
	Title:	EXECUTIVE DIRECTOR

## OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL 99022-04137-024

#### 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

Eric L'Esperance

Τ,	Principal Name
	Date of birth
	Home address
	City/state/zip PII REDACTED PURUANT TO
	Business address 48-02 25th Ave. #305 NY STATE FOIL LAW
	City/state/zipAstoria, NY 11103
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / Treasurer / /
	Chairman of Board /_ / Shareholder /_ /
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner//
	Vice President 07 , 24 , 2014/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?
J.	YES xx NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of
₩,	contribution made in whole or in part between you and the business submitting the questionnaire?
	YES NO _xx    If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit
	organization other than the one submitting the questionnaire? YES XX NO; If Yes, provide details.
	erance is a partial owner of a NY State corp.: Centennial Security Integration, Inc. (CSI). He is also an Officer of Centennial Elevator Industries. 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.
	CSI has had a contract with NYCHA and the NYS Courts System.
AL	LDIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
81	EXECUTIVE DIRECTOR HILLERY TITLE
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#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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## FORMAL SEALED BID PROPOSAL 99022-04137-024

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.

In the Sectio	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:		
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO _X If Yes, provide details for each such instance.		
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _x If Yes, provide details for each such instance.		
C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO $\times$ If Yes, provide details for each such instance.		
d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO $\underline{x}$ If Yes, provide details for each such instance.		
Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)			
a)	Is there any felony charge pending against you? YES NO $^{\times}$ If Yes, provide details for each such charge.		
b)	Is there any misdemeanor charge pending against you? YES NO $\frac{x}{x}$ If Yes, provide details for each such charge.		
c)	Is there any administrative charge pending against you? YESNO _X If Yes, provide details for each such charge.		
d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO $\frac{X}{X}$ If Yes, provide details for each such conviction.		
Θ)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO _x If Yes, provide details for each such conviction.		
f)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO _X		
ALL BIDS	MUST HE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.		
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## OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

## FORMAL SEALED BID PROPOSAL 99022-04137-024

9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO _X If Yes, provide details for each such investigation.
10	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO _X If Yes; provide details for each such investigation.
11.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO $\underline{x}$ If Yes; provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO _X If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

#### 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.

Is ERIC L'ESPERANCE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2Gday of ARRIL 2014

5	Junta no satural
Notary Public	
	State of New York County of Queens The foregoing instrument was acknowledged before me this day of A. 20
VIRSIG, LLC.	by
Name of submitting business	
ERIC L'ESPERANCE	NIKOLETA DJELOSAJ, Notary Public #0 DJ619633: My Commission Expires November 10, 20
Print name	
Signature V.P,	-
Title	•

## OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL 99022-04137-024

#### 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	l. Principal Name BRIAN VALENZA 51% OWNER
	Date of birth
	Home addres
	City/state/zip PII REDACTED
	Business address 48-02 25TH Ave. #305 PURUANT TO
	Cityletate/gip Astoria, NY 11103 NY STATE FOIL LAW
	Telephone
	Other present address(es) N/a
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2	. Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / _ /
	Chairman of Board// Shareholder//
	Chief Exec. Officer 07 /24 /2014 Secretary / /
	Chief Financial Officer/ Partner/
	Vice President//
	(Other)
3.	are year many and any and are a man and a man
	YES xx NO If Yes, provide details. Brian Valenza is an owner of Virsig
4	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO _xx
<b>5</b> ,	organization other than the one submitting the questionnaire? YES XX NO; If Yes, provide details.
6.	Valenza is a partial owner of a NY State corporation: Centennial Security Integration, Inc. (CSI)  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 XX NO If Yes, provide details.
	CSI has had a contract with NYCHA and the NYS Courts System.
	ALL DIDS MUST BE F.O.D. DESTLYATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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## FORMAL SEALED BID PROPOSAL 99022-04137-024

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law. or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES", If you need more space, photocopy the appropriate page and attach it to the questionnaire. 7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer: a. Been debarred by any government agency from entering into contracts with that agency? YES NO X If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO \_X If Yes, provide details for each such instance. c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO \_X If Yes, provide details for each such instance. d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO x \_\_ If Yes, provide details for each such instance. 8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) a) Is there any felony charge pending against you? YES \_\_\_\_ NO X \_\_\_ If Yes, provide details for each such charge. b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_NO \_X If Yes, provide details for each such charge. c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO \_X \_\_ If Yes, provide details for each such charge. d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO  $\frac{x}{x}$  If Yes, provide details for each such conviction. e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO x If Yes, provide details for each such conviction. f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO \_X If Yes, provide details for each such occurrence. ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

EXECUTIVE DIRECTOR

TITLE

## OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

## FORMAL SEALED BID PROPOSAL 99022-04137-024

9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO _X If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO _x If Yes; provide details for each such investigation.
11.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO _x If Yes; provide details for each such instance.
12.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO × If Yes, provide details for each such year.

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#### CERTIFICATION

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

I, BRIAN VALENZA , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 76 day of And 20 D

Woldby Silver

VIRSIG, LLC.
Name of submitting business
BRIAN VALENZA
Print name
Signatur
ceó
Title
04 1 26 1 17
Date

State of New York	County of Queens
This is the	nent was acknowledged before
Tile *	. 20
by	addings: ( ) in considerable and all the delication of the delication of the second of
NIKOLETA DJELOSA	J, Notary Public #01DJ6196337
My Commission Exp	ires November 10, 20
	Action to the second se
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State of New York	County of Queens
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The foregoing instrur	County of Queens
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

## 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 Christian Cahill	
	Date of birth _	
	Home address PII REDACTED PURUANT To	0
	City/state/zip NY STATE FOIL LAW	
	Business address 48-02 25th Ave. #307	
	City/state/zip Astoria, NY 11103	
	1010phone	
	Other present address(es)	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)	
	President/ Treasurer//	
	Chairman of Board// Shareholder//	
	Chief Exec. Officer// Secretary//	
	Chief Financial Officer// Partner/_/	
	Vice President 7 / 24 / 2014 / / / / / / / / / / / / / / / / / / /	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire?  YES xx NO If Yes, provide details.	
<b>4</b> .	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO _xx	
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES XX NO; If Yes, provide details.  Cahill is a partial owner of a NY State corporation: Centennial Security Integration, Inc. (CSI)	
3.	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 XX NO If Yes, provide details.	
	CSI has had a sontrapt with NYCHA and the NYS Courts System.	
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#### FORMAL SEALED BID PROPOSAL 99022-04137-024

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   Section	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO _x If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO _X If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _x If Yes, provide details for each such instance.
8.	and/or portion initiate procee respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\times$ If Yes, provide details for each such charge.
	þ)	Is there any misdemeanor charge pending against you? YES NO $\frac{x}{x}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO $\times$ _ If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.
	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO _x If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO _x if Yes, provide details for each such occurrence.
	ALL DIDS	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
	BIDDER S	SIGN HERE EXECUTIVE DIRECTOR
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

# FORMAL SEALED BID PROPOSAL 99022-04137-024

9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO _X If Yes, provide details for each such investigation.
10.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO _X If Yes; provide details for each such investigation.
	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO _X If Yes; provide details for each such instance.
	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO _X If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

## 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

FALSE STATEMENT TO CRIMINAL CHA	RGES.
the items contained in the foregoing pages attachments; that I supplied full and comp knowledge, information and belief; that I we circumstances occurring after the submissible contract; and that all information supplinformation and belief. I understand that the	g duly sworn, state that I have read and understand all softhis questionnaire and the following pages of lete answers to each item therein to the best of my will notify the County in writing of any change in sion of this questionnaire and before the execution of lied by me is true to the best of my knowledge, he County will rely on the information supplied in this enter into a contract with the submitting business
Sworn to before me this Zaay of Affla	20/4
Notary Public	State of New York County of Queens The foregoing instrument was apknowledged before the day of The county of Queens the day of The county of Queens
VIRSIG, LLC.	NIKOLETA DJELOBAJ, Notary Public 60 10 18186337
Name of submitting business	My Commission Expires November 10, 20
CHRISTIAN CAHILL	The second secon
Print name	
cht same	
Signature	
V.P.	
Title	
<u>04 /26 / 17</u> Date	•

## **Business History Form**

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

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

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

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

Da	ate: 1/12/ <b>Q</b> 17					
1)	Proposer's Legal Name:	VIRSIG, LLC.				
		48-0225TH AVE. # 305 ASTORIA, NY 11103				
Lis	t all other business addresses SAME ADDRESS	used within last five years: BUT WE USED TO BE IN SUITE #407				
3)	Mailing Address (if different):	N/A				
Ph	one: 718-819-6400					
	es the business own or rent its	facilities?RENT				
4)	Dun and Bradstreet number:_	079523332				
5)	Federal I.D. Number:	<b>47-1416</b> 020				
6)	The proposer is a (check one) (Describe)	Sole Proprietorship Partnership Corporation X Other				
7)	Does this business share office Yes No xx If Yes, plea	e space, staff, or equipment expenses with any other business? ase provide details:				
8)	Does this business control one	or more other businesses? Yes No xx If Yes, please provide details:				
9)	Does this business have one obusiness? Yes No κχ	r more affiliates, and/or is it a subsidiary of, or controlled by, any other If Yes, provide details.				
	. AS 9	7				
	ALL BLOS MUST BE F.O.D. DESTLINATION AND HACLY DE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.					
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

other g bond),	ovemment entity termi date, amount of bond	bond or surety cancelled or nated? Yes No _xx   and reason for such cancella	f Yes, state the name of ition or forfeiture: or deta	f bonding agency, (if a
11) Has the date, co	e proposer, during the ourt jurisdiction, amour	past seven years, been decl it of liabilities and amount of	ared bankrupt? Yesassets	No xx If Yes, state
busines state or officer of investig was rela Yes	es, been the subject of clocal prosecuting or in formal for any affiliated busines ation by any federal, set ated to activities perfor No xx If Yes, pro	business and/or any of its of a criminal investigation and/ovestigative agency? And/or, as been the subject of a crimitate or local prosecuting or imped at, for, or on behalf of a vide details for each such investigations.	or a civil anti-trust inves in the past 5 years, have inal investigation and/or investigative agency, when affiliated business, westigation.	tigation by any federal, re any owner and/or a civil anti-trust ere such investigation
and loca business federal, relations	e subject of an investigal regulatory agencies? s been the subject of a state and local regulation to an affiliated bus ation.	usiness and/or any of its own pation by any government ago And/or, in the past 5 years, in investigation by any gover ory agencies, for matters pe iness. Yes No _xx I	ency, including but not l has any owner and/or o nment agency, including rtaining to that individual f Yes, provide details fo	for any affiliated business limited to federal, state officer of an affiliated g but not limited to It's position at or
that alleg	current or former dire r during such person's gedly occurred during luct of that business: a) Any felony char	ctor, owner or officer or man employment, or since such the time of employment by ti ge pending? Yes No_	agerial employee of this employment if the charg ne submitting business, xx If Yes, provide det	ges pertained to events and allegedly related to
	b) Any misdemean	or charge pending? Yes	No XX If Yes, prov	skildefel er en rendelselig y Fest (1974) sylles an despesa hydro, siskeste Friedrich (1884) et av folket en de Antonio et de despesa hydrogen et av folket en de Antonio et de despesa hydrogen et av folket en de Antonio et av folket en d
	<ul> <li>crime, an element o</li> </ul>	ars, you been convicted, aft f which relates to truthfulnes ? YesNoXX If Yes	s or the underlying fact:	s of which related to the
	d) In the past 5 yea YesNo _xx1	rs, been convicted, after trie f Yes, provide details for eac	or by plea, of a misder th such conviction,	meanor?
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# Office of purchasing county of nassau state of New York

	provisions? Yes No	XX If Yes, provide detail	administrative, statutory, or regulatory s for each such occurrence.
any sand license h	ction imposed as a result of juneld? Yes No xx; If	idicial or administrative pro Yes, provide details for e	ficers, or any other affiliated business had ceedings with respect to any professional ach such instance.
16) For the p applicabl sewer ch response	past (5) tax years, has this buile federal, state or local taxes harges? Yes No_XXiterior in the content of the content	siness failed to file any req s or other assessed charge f Yes, provide details for ea ES'. If you need more space	ulred tax returns or failed to pay any s, including but not limited to water and ach such year. Provide a detailed se, photocopy the appropriate page and
	tailed response to all questio page and attach it to the ques		need more space, pholocopy the
17) Conflict ( a) ple	Please disclose any conflic ase expressly state "No co (i) Any material financial re conflict of interest or the ap	<b>nflict exists."</b> elationships that your firm oppearance of a conflict of in	elow. NOTE: If no conflicts exist, or any firm employee has that may create a sterest in acting on behalf of Nassau
		of interest or the appearance	firm has with any County public servant se of a conflict of interest in acting on
	(iii) Any other matter that yof a conflict of interest in ac	cting on behalf of Nassau (	ate a conflict of interest or the appearance County.
b)	conflict of interest would no We would scree	ot exist for your firm in the f	uld adopt, to assure the County that a ruture. Ind/or our own employees, to see if there is any ve'd ensure no one has any looblying
extensive	resume or detailed description		sional qualifications, demonstrating ences, and the results of these
	e proposer be other than an		UST include:
i) Di	ate of formation; JULY	27, 2014	
all uids mu	st be f.o.d. Destination and i	ictide delinera mithin doc	rs unless otherwise specified.
BIDDER SIG	N HERE		EXECUTIVE DIRECTOR TITLE
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#### **OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK**

	ii)	Name, addresses, and position of all persons having a fina shareholders, members, general or limited partner;	incial interes	t in the company, in	cluding iii ) brian valenza, ceo
	iii)	Name, address and position of all officers and directors of	the company	;	<u>-</u>
	iv)	State of incorporation (if applicable); NY		CHRISTIAN CAHILL	CHRISTIAN CAHILL, VP
	v)	The number of employees in the firm; 6		ERIC L'ESPERANCE	ERIC L'ESPERANCE, VP
	vi)	Annual revenue of firm; 750k			
	vii)	Summary of relevant accomplishments SEE AT	TACHED		0=FD
	viii)	Copies of all state and local licenses and permits. (ENCL	OSED)	DURS	SUANT TO
3.	Indicat	te number of years in business. 3		NY S	TATE FOIL LAW

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. N/A
- 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 US DEPT. VA - NORTHPORT VA MEDICAL CENTER **Contact Person** Address \_\_\_ City/State\_ Telephone \_\_\_ Fax# E-Mail Address

PII REDACTED PURUANT TO NY STATE FOIL LAW

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. EXECUTIVE DIRECTOR TITLE

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

## FORMAL SEALED BID PROPOSAL 99022-04137-024

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Fax #			
E-Mail Address			

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EXECUTIVE DIRECTOR

TITLE

### **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.

Glenn TAYlor , being duly swom, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this	day of	20 <u>1</u> 7	State of New York The foregoing Instrume me this 12 di	County of Queens of the county of Queens of the county of Queens of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of Queens
Notary Public			by Aukolita	Notary Public #01D/819633
Name of submitting busines  By:  Print hame  Signature	ss: JIRSI EJAGUOK	B, UC.		<del></del>
### FYEC   11/4   1/2   1/20/	RACN- 17	uncan		

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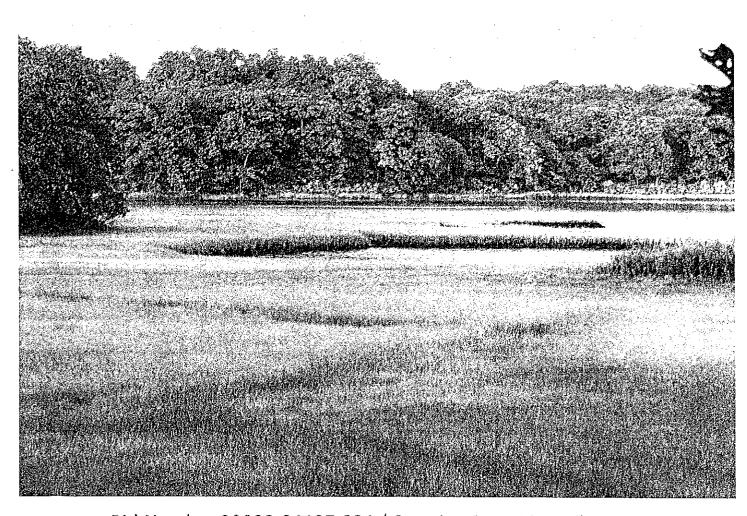
TITLE



Sealed Bid Proposal to

# **Nassau County Police Department**

8<sup>th</sup> Precinct



Bid Number 99022-04137-024 / Opening Date 13 April 2017



12 April 2017

Mr. Timothy Funaro Nassau County Office of Purchasing 240 Old Country Rd # 307 Mineola, NY 11501

Re: Bid 99022-04137-024 / Security System

Dear Mr. Funaro,

Virsig, LLC. is respectfully submitting this bid for the new Eighth Precinct security system.

As both a federal and New York State certified Service-Disabled Veteran-Owned Business, we appreciate Nassau County recognizing companies like ours. We remember, less than a year ago, when the county executive indicated that Nassau County would be providing "additional assistance and support" to certified SDVOBs, "by ensuring greater participation in contracting opportunities with Nassau County...[and] to help ensure service disabled veterans play a greater role in providing goods and services to Nassau County."

Further, we know that elevator integration is part of the Eighth Precinct job, something which is one of our strong suits; Virsig works closely on a daily basis within the elevator industry, as one of our co-owners is also the Executive VP of *Centennial Elevator Industries*, a NYC privately owned corporation, founded in 1976.

As a Preferred Vendor to the County of Nassau, we hope that this additional information is helpful in your final decision.

Sincerely yours

Glenn Taylor

Executive Director

# **About Virsig**

Virsig is a network-centric technology company and systems integrator that maintains a focus on bridging physical and logical security. We design, build, manage and maintain secure computer networks, particularly those that have a strong relationship to network IP controlled security devices. We supply, install and maintain related equipment, including surveillance cameras (PTZ, IR, thermal, etc.), entry/egress access control, sensors, laser detection devices, video management software and analytics, and other associated technologies.

What makes Virsig unique, is that Virsig leverages the strength of the IP Network—the backbone of any infrastructure or security system; this is accomplished from initial design to implementation, through analysis and testing, and subsequent monitoring.

As a chain is only as strong as its weakest link, information transport systems laden with associated peripherals (e.g. digital voice, data, video, sensory, imagery, etc.) are only as strong as the network they're on. Virsig monitors these networks—large and small, ensuring information technology and business personnel have reliable and dependable 24 hour access to their information. By providing network performance monitoring for the customer, Virsig is in a position to respond early to any situations that may arise, and can potentially mitigate down-time or minimize IT issues.

# Service-Disabled Veteran-Owned Business

Virsig is a federally certified (CVE) 'Service-Disabled Veteran-Owned Small Business' (SDVOSB). It is also a certified New York State (OGS) Service-Disabled Veteran-Owned Business (SDVOB).



# VIRSIG)

# Leadership

Brian Valenza is the CEO and co-founder of Virsig, LLC. Brian has extensive commercial venture and security experience. Brian had an extensive military career that started with attending the U.S. Naval Academy at Annapolis, and eventually having a distinguished career as a U.S. Navy SEAL officer & has served in the Naval Special Warfare office at the Pentagon.



Christian L. Cahill is the VP of Operations and a co-founder of Virsig. He has numerous security industry and professional credentials and has directed the planning, coordination, and execution of more than 300 electronic security installations.



Eric M. L'Esperance is a dynamic entrepreneur and businessman with two-decades of successful business leadership. He is VP of Business Development and Co-Founder of Virsig, LLC. He is also Executive Vice-Preisident of Centennial Elevator (founded in 1976).



Glenn Taylor has 20+ year's experience in the field of management, sales, electronics, logistics and project management and is a recognized expert on electronic security surveillance products, access control and other I.P. controlled hardware.



# VIRSIG IS AN LLC.

This sheet is an extension to the GUIDELINES FOR DISCLOSURE (Page 3)

THE THREE PARTNERS ARE AS FOLLOW:

#### Brian Valenza

51% Owner 56 Middle Neck Road Port Washington, NY 11050 718-819-6403 347-738-2162 Cell

## Christian Cahill

81 Knollwood Rd Roslyn, NY 11576 347-738-2177

# Eric L'Esperance

1 Great Meadow Rd. Locust Valley, NY 11560 917-578-2672

NOTE: VIRSIG CONFIDENTIAL: IN THE EVENT OF A FOIL REQUEST, PLEASE REDACT HOME ADDRESS AS PER RULES OF NEW YORK STATE ON PERSONALLY IDENTIFIABLE INFORMATION (PII).

Hen Elinh ENE MARKETIN

LINIOUE ID NUMBER 12000313363

Department of State State of New York

DIVERSION OF LICENSING SERVICES

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FOR OFFICE USE ONLY

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PURSUANT TO THE PROVISIONS OF ARTICLE 5D DF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING, UR MAINTAINING SECTRITY OR FIRE ALARM SYSTEMS.

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EXPIPATION DATE

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48 OZ ZSTH AVE STE 406 ASTURIA, NY 11103

VIRSIG LLC

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OR MAINTAINING SECURITY ENGAGE IN THE BUSINESS

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GUALIFIER: VALENZA BRIAN J

COS 1056 [Per 201]

STATE OF OPPORTUNITY.

Division of Service-Disabled
Veterans' Business Development

# 

New York State Service-Disabled Veteran-Owned SED DESIDES OF SOF Is hereby certified as a August 10, 2015

151160 Control Number

Director
Division of Service-Disabled Veterans'
Business Development



August 9, 2020 Expiration Date

Commissioner New York State

Office of General Services

Governor



# Certification Diploma 2017

Jonathan Connell

Milestone Certified Integration Technician

Daige Profiler 2001



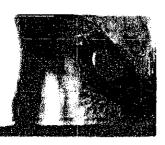
milestone

CERTIFIED INTEGRATION TECHNICAN GEMIII TEM

initiation de la company de la company

The certificate is personal and valid 2 years from the date of issue.

# Milestone Knowledge Program Diploma



This diploma confirms that:

Glenn Taylor

of

Virsig, LLC

has renewed the Milestone Advanced Certification and achieved certification in:

Milestone XProtect Corporate

Date: January 20, 2016

The Talling

Tim Palmquist Vice President, Americas miles one

Advanced Certified Partner

This diploma is personal and valid 2 years from date of issue.

Page 1 of 4

# **COUNTY OF NASSAU**

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

	Name of the Entity	VIRSIG, L	LC	
	Address:		H AVENUE #305	- See published to the second section of the section of the second section of the se
	City, State and Zip Code	ASTORIA	, NY 11103	· · · · · · · · · · · · · · · · · · ·
	Entity's Vendor Identific	ation Number:	47-1416020	And the state of t
	Type of Business:	Public Corp	Partnership	Joint Venture
	XX Ltd. Liability Co	Closely Hel	d Corp	Other (specify)
nl	pers and officers of limited lands of the second series of the second se	liability compan	ies (attach addition	al sheets if necessary):
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	List names and addresses	hareholdres/par	ers, members, or pa	urtners of the firm. If the shareholder is
	List names and addresses lividual, list the individual s	hareholdres/par	ers, members, or pa	artners of the firm. If the shareholder is
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

# FORMAL SEALED BID PROPOSAL 99022-04137-024

Page 2 of 4	
and the second of the second o	
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 t 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.	ake
NONE	
The second secon	
client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, departn heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committe and Planning Commission. Such matters include, but are not limited to, requests for proposals, developmen improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.	e it or ig as
(a) Name, title, business address and telephone number of lobbyist(s):	
NONE	
•	
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.	
BIDDER SIGN HERE BIDDER TITLE	

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.
NONE
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The second of th
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NO LOBBYING IS BEING, OR HAS EVER, BEEN CONDUCTED BY THE COMPANY OR ITS OFFICERS.
8 VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: S/C)/O/) Signed: GLENN TAYLOR EXEC DIR.  Title:
بمدني
ALL BIDE MUST BE S.O.B. DESTINATION AND INSERTED DELIVERY WITHIN DOORS UNLESS OTHERWISE SESCRED.
BIDDER SIGN HERE EXECUTIVE DIRECTOR

# FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

# COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET. NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM

BUYER Timothy Funaro Telephone (516) 571-7720 E-mail tfunero@nassaucountyny.gov

BID NUMBER 99022-04137-024

Dated: Ad. 3/09/2017

BID OPENING DATE April 13, 2017 11:00 A.M. E.D.S.T. TAM.

REQUISITION NUMBER RQPD17000206

5)

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE:

Security System Furnish and Install

· ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED IN ATTAILING FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS. CASH DISCOUNT OF

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-TION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

Police Department Eighth Precinct 299 Hicksville Road Bethpage, N.Y. 11714 **GUARANTEED DELIVERY DATE** 

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 47-1416020

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER VIRSIG, LLC. ADDRESS 48-02 25TH AVE. #305

CITY

STATE NY

ZIP CODE 11103

TELEPHONE

718-819-6411

GLENN TAYLOR, EXECUTIVE DIRECTOR PRINT OR TYPE NAME OF SIGNER AND TITLE

MEXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT, SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS

#### **BID TERMS AND CONDITIONS**

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

- 6 SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. It samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive mean owndom invoices indicating if the Bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made ascless by tests. Aware samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- Award The Director, Office of Purchasing reserves the right before indusing award to make investigations as to whether or not the items, qualifications or facilities offered by the Bicker meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bicker must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is budding. Upon request of the Director, successful bidder shall the certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or their articles or equipment proposed to be famished do not meet the requirements called for or that the qualification, financial standing or fundation are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or maply that it is obligationly upon the Director to make any examinations before award, and it is further understood that, if such examinations as made, if in to way reloces the Bidder from fulfuling all requirements and conditions of the bid
- 8 Awards will be made to the lowest responsible Endder Cash discounts will not be a factor in determining awards, except in the facts. Consideration will be given to the reliability of the 3-dder, the quantities of the materials, equipment or supplies to be furnished, then conformity with the specifications, the purpose for which required and the terms of delivery.
- 9 The Director reserves the right to reject and all buls in whole or or part and to wrive technical defects, irregularities and omissions it in his judgment the pest interests of the County will be served.
- 10 Unless otherwise indicated herein, the Director reserves the right to make aware by items by classes, by group of dents, or as a whole
- DRITVERTES Upon faiture of the Vendor to deliver within the ture specified, or within reasonable time as interpreted by the Director, or faiture to make replicement of rejected arrides, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on my order when necessary. On all-such purchase, the Verdor agrees to promptly reinfourse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no clean to the difference. Such purchases will be deducted from order quantity.
- 42 An order may be canceled at the Vencous expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right to carried the order and purchase the balance from other sources at Vendor expense.
- 14 Delivery must be made as ordered and an accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery the decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15 The County Agencies will not schedule any deliveries for Saturdays, Sundays of Legal Foriday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the consumers to remain the property of the agency unless definitely stated otherwise in the bid.
- 11 The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall life all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customardy labeled a indentified must tave securety affixed thereto the original international about the distribution of the manufacturer.
- 19 Billings for deriveries must be rendered on County claim forms
- 20 Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21 Celiveries are subject to reweighing at destination by the County and paymen; will be incide on the basis of materials delivered. Normal shrinkage will be allowed in such assumes where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22 GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any rature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpulanted meaning, article or appliance from shed or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brough against the County in the name of the County and under the detection of the County Attorney at the sole cost of the Citaty Difference to the County (b) His products against defective material or workmanship and to repair any diminages or iterating occasioned in transit.
- (e) To furnish adequate protection from damage for all work and to repair damages of any small for which he of his tworkmen are responsible, to the building or equipment to this own work or the work of other Vendois, or in the opinion of the Director to pay for the same by deductions in payments due uncer this contract.
- (d) To pay for all permits, Itemses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York
- fo carry proper insurance in the opinion of the Director, and approved by the Caurity Attorney to protect the County from loss in case of accident, fire and theft
   That he will keep himself fully informed, of all municipal ordinances and
- (1) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Lows, and shall sudemnify and saive hann least the County of Nassau and the Massau County Legislature from less and liability upon any and all Chains on account of any physical injury to persons, including death, or during to property and from all cost end expenses in soits which may be brought against the same on account of such injuries irrespective of the actual cost of the americal irrespective of whether the same shall have been due to the negligence of the Eidder or his agents.
- (g) That the items furnished shull conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (b) That all deliveries will not be inferior to the accepted bid sample.
- 23 LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Sectron 220 220a, 230b, 230d, 230d, 230d and 230 of the Labor Law, Section 5 and 12 of the Lieu Law, Aracle 2 of the Uniform Commercial Code, Sectrons 108 and 109 as well as Article 18 of the General Municipal Law, Section 2318 of the County Government Law of Nassau County Section 224 2 of the Passau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional manucipal criticances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or readered or to be delivered or randered. There under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24 ASSIGNACION! The contractor is hereby prohibited from essigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest thereby or power to execute such contract, to any other person or composition without the previous consent in writing of the officer, board or agency invariding the contract.
- 25 The County of Nassac will not be responsible nor hable for any alignment of delivery of any materials, supplies, or equipment without it's express written instructions or valid Parchage Order
- 26. No agreements, changes, modifications or afterations shall be decined effective root shall the same be binding upon the County unless in writing and signed by the Director. Office of Purchasing or his duly/ designated representative.

Director Office of Purchasing

# DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name:	VIRSIG, LLC.		
Address:	48-02 25TH AVENUE #	#305 ASTORIA,	NY 11103
Telephone No:	718-819-6411	Fax No:	718-766-2024
1. State Whether	: A Corporation	and the same state of the same	
	Individual		· · · · · · · · · · · · · · · · · · ·
	Partnership	VIRSIG IS AN L	L,L,C,

# **GUIDELINES FOR DISCLOSURE**

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners,
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
\*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER SIGN HERE MEN MAN	GLENN TAYLOR, EXECUTIVE DIRECTOR
B10DER 2	TITLE

BIDDER'S NAME:	VIRSIG, LLC.	QUALIFI	CATION 5	CATEMENT	
ADDRESS:	48-02 25TH AVEN	WE#	305 AS		
1. STATE WHETHE	R: CORPORATION		_ IN	DIVIDUAL	PARTNERSHIP LLC
2. IF A CORPORATE PRESIDENT	ION OR PARTNERSHIP LIST	r name(	(s) and ac	DRESS(S) OF OFFICER(S) OF	R MEMBER(S)
VICE PRESIDENT					
SECRETARY				N/A	
TREASURER					
		MENT V		COUNTY OF NASSAU?	
4, HOW MANY YEA	RS HAS YOUR ORGANIZAT	ION BEF	EN IN BUSI	NESS UNDER YOUR PRESENT	NAME?3
	YOUR FIRM, EVER FAILED 1			WORK AWARDED TO YOU?	
6. IN WHAT OTHER ELECTRONIC	R LINES OF BUSINESS ARE SECURITY, ETC.	YOU OF	R YOUR FIF	RM INTERESTED? COM	PUTER NETWORKING,
7. WHAT IS THE EX	XPERIENCE OF THE PRINCI	PAL INC	DIVIDUALS	OF YOUR ORGANIZATION R	ELATING TO THE SUBJECT
INDIVIDUALS NAME	PRESENT POSITION		S OF RIENCE		IN WHAT CAPACITY
GLENN TAYLOR	EXECUTIVE DIRECTOR	20+	LARGE S	SCALE SECURITY/NETWOR	KS SOLD/MANAGED
BRIAN VALENZA	CEO	15+	GLOBAL	SECURITY CONTRACTS	MANAGED/DELIVERED
8. IN WHAT MANN	ER HAVE YOU INSPECTED	THIS PR	ROPOSED V	VORK? EXPLAIN IN DETAIL	
REVIEWED FLO	OR AND SITE PLANS WIT	ΓΗ GEN	IERAL COI	TRACTOR / NASSAU STAF	F PRIOR TO BID.
VISITED THE LC	OCATION AND EXAMINED	THE E	BUILDING		A Company of the Comp
		na ar an ar ann an an an an an an an an an an an an			
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
KONSTANTINE KIM, FIELD SERVICE SUPERVISOR
KAHLID AHMED, BE, ME, CCNP, CCDP
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME:
ADDRESS: US Department of Veterans Affairs (Northport VA Medical Center) NY, NY
79 Middleville Rd. Northport, NY 11768
TELEPHONE: 800-877-6976 CONTACT PERSON Lt. Michael Mireider, Police Dept.  CONTRACT DATE: May 2016
2. REFERENCE'S NAME; Northwell Health - Lenox Hill Hospital  ADDRESS: 100 E 77th St, New York, NY 10075
TELEPHONE: (212) 434-2470 CONTACT PERSON Jack Hendrickson CONTRACT DATE: Ongoing since 2014
3. REFERENCE'S NAME: SUNY Old Westbury  ADDRESS: 223 Store Hill Road, Old Westbury, NY 11568
TELEPHONE: (516) 876-3221 CONTACT PERSON Napoleon Farfan CONTRACT DATE: 2015
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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#### Appendix EE

#### FOUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix IIII 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 Low No. 14, 2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title 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, premotions, 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, inion, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marrial 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 sobcitations 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, ses, 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, including the granting of Subcontracts.
  - (e) The Contractor shall, in its advertisements and solucitations 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 assuing 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 maceurate. 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.

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#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

- (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 FE, evidence of false certification as M/WBE compliant or considered breach of the County Contract
- (b) The Contractor shall be bound by the provisious of Section 109 of Local Law No. 14-2002 providing for enforcement of yielations 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 EL or any other contractual provisions method in furtherance of Local Law No. 14-2002, the Fixeentive Director will try to resolve the contlier.
  - b If efforts to resolve such matter to the sanshotion 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.
  - typon 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 frue or penalty. The Executive Director, within ton days (10) of receipt of the arbitrators award and recommendations, shall tile a determination of such matter and shall cause a copy of such determination to be set ved 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 ("CPER")

(in) 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 untization and efforts to obtain M/WBE participation.

Endure to comply with provisions (t) through (m) above, as alternately 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 jest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be uniding upon Contractors of 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 therefore 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 Succontract in such 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 taken, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendeged or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County computing agency is committed to expend or does expend funds for the acquisition,

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

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construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not metude agreements or orders for the following services. Danking 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, ficensor, licensec or any other party, that is (j) a party to a County Contract, (iii) 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 Minerity or Women-owned Ensiness Enterprises" shall include, but is not limited to the following:

- Proof of larving advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and amon publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably behaved might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it comminded 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 most 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.
- Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to inclustry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBbs is suggested to be included with the Best Effort Documentation.
- e Proof or affidavit of follow-up of telephone calls with potential M/WIR: subcontractors encouraging their pairties parties participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d Proof or affidavit that M/WBE Subsontractors were allowed to review bid specifications, blue prans and all other bid/RPP related items at no charge to the M/WBEs, other than reasonable documentation costs incarred by the County Contractor that are passed onto the M/WBE
- Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the tanefrance of the County Contract.
- Proof or all'idevit that negotiations were held in Best Efforts 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 decined unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g If an M/WBI: is rejected based on cost, the County Contractor must subruit a list of all sub-bidders for each item of work solicited and their bid prices for the work
- In The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- 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 EI; 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 (I) of these rules.

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#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or ports 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 normal 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

EXECUTIVE DIRECTOR

10

#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

# FORMAL SEALED BID PROPOSAL 99022-04137-024

#### INDEMNIFICATION:

Contractor agrees to Indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (Including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, <u>provided, however</u>, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and <u>provided, further</u>, that Contractor shall not be liable for consequential, Indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

#### **DEFINITIONS:**

- •The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- •The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- •The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid,
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

#### **IMPORTANT**

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response must include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal must also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

#### INTENT

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: A Security System to the Nassau County Police Department Fourth Precinct

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

instructions for pages 13-30

- 1; Business aistory and principal questionnaire Forms
- 2) Consultant's Commedia 's and Vendor's Disclosure Form
- 3) Lopbyist Registration and Cisclosure Form

These forms must be fifted out completely in more entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer

Consultant's Contractor's and Youdor's Disclosure (pages 13 + 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Lorin (pages 17 - 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (1-in) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the aituation, 3) Should we have an employee with a family relationship with a county public servant that angin be construed as a passible conflict of interest we would probabil that employee from being involved in any way with bidding, billing, payment or any other function with the county.

## Reducted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Reducted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

all bids must be f.o.b. destination and include delivery within doors	<u> Sunless otherwise specified.</u>
1 /1 A. T. M. M.	EXECUTIVE DIRECTOR
BIDDER SIGN HERE PROJECT	TITLE

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below: Delivery to be made \_\_\_\_\_ Delivery shall be made ONLY upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT. INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated. BILLING: Shall be made on County claim forms or Certified Invoices to the Individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s). NO PARTIAL PAYMENTS WILL BE PAID. IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE: I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM: THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE. DATE CLAIMANT NAME BY (SIGNATURE) TITLE \*CLAIM YOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID\*\* Vendors may download claim form NIFS560 at the following URL: http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER TITLE

# FORMAL SEALED BID PROPOSAL 99022-04137-024

<b>PAYMENT:</b> A certified involce, or a County claim form to which the invoice is at directly to the using agency, supported by vouchers signed by agency personnel the required services as specified.  ***********************************	attesting to satisfactory completion of
If a claim voucher is not being submitted, the following certification Mt	JST appear on the Invoice:
I hereby certify that all items or services were delivered or rendered as prices charged are in accordance with referenced purchase order, delivis just, true and correct; that the balance stated herein is actually due a previously claimed; that no taxes from which the County is exempt are claimed for disbursements have actually and necessarily been made.	ery order or contract, that the claim and owing and has not been
Claimant Name	Date
By Signature	Title
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WII	LL BE RETURNED TO YOU UNPAID.
Vendors may download claim form NIFS560 at the following URL: <a href="http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/C">http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/C</a>	aimVoucherFormBlank.pdf
RETENTION OF BID: Vendor is required to make a copy of his completed bid Any purchase orders issued against this bid will refer to the bid and attachments	document and applicable attachments. to designate items awarded.
METHOD OF BIDDING: Please submit unit price in the appropriate column.	
<b>PRICE DISCREPANCY</b> : In the event of a discrepancy between the unit price a govern.	and the extension price, the unit price will
<b>WARRANTY:</b> The successful bidder warrants the equipment furnished and all in design, workmanship and materials against failure to operate satisfactorily for by the using department and/or agency of the equipment, other than defects or have arisen solely from accident or abuse occurring after delivery to the Nassau replace any parts, which in the opinion of the user, shall fall from the above reas	one (1) year from the date of acceptance fallure shown by the Contractor that County agency. Contractor agrees to
IMPORTANT NOTES: If a company policy or trade practice requires a different without fear of disqualifications. However, the bidder is cautioned that the leng deciding factor in making an award.	warranty period, the bidder may so state th of warranty may, in some cases, be a
Equipment furnished hereunder shall meet the standards set forth in the Occupational Sa	afety and Health Act of 1970.
BIDDER SHALL STATE WARRANTY 1 year with additional new hard PERIOD:	dware warranties of 2, 3, and 5 years.
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS U	
BIDDER SIGN HERE	EXECUTIVE DIRECTOR TITLE
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#### FORMAL SEALED BID PROPOSAL 99022-04137-024

#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

$\ensuremath{NOTE}\xspace$ . All warranties take effect only upon written acceptance of equathat point.	ipment by using agency and shall run full term from
BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARF	RANTY OPTION, IF AVAILABLE:
<b>TAX PROVISION:</b> Purchases made by the County of Nassau are no Excise Taxes. Federal Exemption #A-109538 State Exemption #EX any Existing "Fair Trade Agreements" and bidders should be governed	( 7213062C. The County of Nassau is not subject to
<b>NEW YORK STATE PRICES:</b> Bidders must represent and warrant the for items specified herein, that the price quoted to the County is not he State for like quantities.	hat If they are under contract with New York State nigher than the price per unit quoted to New York
PRICE PROTECTION: Bidders are required to state period of price	protection (in terms of days) after the bid opening.
STATE PRICE PROTECTION PERIOD:365	DAYS AFTER BID OPENING
ensuing year. According, the County of Nassau requests that the price of Nassau for one (1) year from the date of the award. Economic corentre year. Bidders are requested to state the period for which bid pages.	tes bid be protected and be available to the County and thouse may not permit the price protection for an
1111 017	ON DOODS HALL SES OFFISDIANCS CASEASTERS
ALL BIDS MUST BE F.O.B., DESTINATION AND INCLUDE DELIVERY WITHI	IN DOORS UNLESS OTHERWISE SPECIFIED.  EXECUTIVE DIRECTOR
BIDDER SIGN HERE BIDDER	TITLE

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional Insured, Including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000,00) for bodily Injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

Certificate of Insurance name the County of Nassau as co-Insured:
 Cook Maran and Asso.

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B) Certificate of Insurance with indemnification agreement (hold harmless clause):

## Nassau County Must be named as an additional insured

**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an Insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIELED.

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#### **GENERAL CONDITIONS:**

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

**SPECIFICATIONS:** Submit complete specifications and Illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

**EQUIVALENT BIDS:** Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

**REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

**ADDITIONAL BIDS:** The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

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#### FORMAL SEALED BID PROPOSAL 99022-04137-024

#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

MANUALS/IN-SERVICE VIDEO: Eld prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, subjet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

#### NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

#### DISCLAIMER

Any Blanket Purchase Order Issued as a result of this bld will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon Issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to Issue such Delivery Orders. The Blanket Purchase shall not apply in any way to Items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. EXECUTIVE DIRECTOR BIDDER SIGN HERE TITIF 36

#### NOTICE

## READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

## RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

# FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT DOES NOT CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

#### CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNT	TY NOTICE, AND FURTHER CERTIFY THA CONTAIN ANY TOXIC SUBSTANCES.	T ITEMS NUMBERED
X Signature	Exec. Dir.	3/20/2011 Date

ALL BIDS MUST BE F.O.D. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER -

EXECUTIVE DIRECTOR

TITLE

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### **EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not compiled with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconcillation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not compiled with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, Irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL DIDS MUST BE F.O.D. DESTIDIATION AND INCUDE DELIVERY WITHIN DOORS U	NLESS OTHERWISE SPECIFIED.
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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty	of perjury under the laws of	the State of New Yo	rk,		
this 24	day of APR		1	as the act and deed of said Corp	oration or
Partnership. Identifying Data:					
Potential Contractor:	VIRSIG, LLC	3.	gate of the desired section of the contract of		
Address:	48-02	nd dada s 1944 di kasazanyang ing majaman mada di Baba ang ang	aparagkan aparpun ann ann an dara dan abanda alba alba alba alba alba alba alba al	na takana distangan kepan-mpu mengan menungan distantah banda distantah mengan distantah distantah distantah d	roan
Street:	25TH AVE #305				···
Clty, Town, etc:	ASTORIA, NY 1	1103			
Telephone:	718-819-6411		Title:	Additional to the second secon	with a the first of the first o
If applicable, responsib		رسسر ا			
Name GL1	ENN TAYLOR		Title	EXECUTIVE DIREC	CTOR
Signature:	lue ch	ym		Si	gn Here
FAILURE TO C		RM AND SIGI MATIC REJEC		RIATE PLACE SHALL BID.	RESULT IN
ALL DING MILET BE E.A.	O R. DESTINATION AND I	INCLUME DELIVER	Y WITHIN BOORS	Unless otherwise speci	F1ED.
BIDDER SIGN HERE	Jew I	Sul.		EXECUTIVE I	
	виб	DER /	9	TITLE	

#### MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:	
That we manufacture the commodities specified in the attached bid so	chedule:
That the address of the manufacturing plant is:	
Milestone Systems, Inc.	
8905 SW Nimbus Ave, Suite 400 Beaverton, Oregon 97008 USA	
Milestone Systems, Inc.	Manufacturer
and the second second	Signature
Title Tim Palmquist - VR Americas	
FURTHERMORE:	
That we authorize Virsig, LLC	
48-02 25th Avenue, Astoria, NY 11103	
(Name and address of firm or individ	lual)
As our distributor to furnish our products to the County of Nassau as provided supply said distributor such quantities of our products as may be required by	d in the attached schedules, and agree to the County of Nassau.
Milestone_Systems_Inc	Manufacturer
an order and the second of the	Signature
Title	
Tim Palmquist - VP Americas	Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

ALL DIDS MUST BE F.O.D. DESTINATION AND INCOLUMN DELAYBRY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

BIDDER



Virsig, LLC 48-02 25th Ave Astoria, NY 11103 USA

December 19, 2016

RE: Authorization Letter - S2 Security Certified Integrator

To Whom It May Concern:

This letter is being provided to certify that Virsig, LLC located at 48-02 25th Ave Astoria, NY 11103 USA a fully factory trained, certified and authorized dealer of S2 Security Corporation's S2 NetBox and S2 Enterprise solutions.

As a certified dealer, Virsig, LLC is fully authorized to specify, promote, self, install and service all S2 Security Corporation products. Virsig, LLC has met and maintains all training and certification requirements necessary to provide installation and service on all S2 Security Corporation products.

Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

John Pierangeli

Vice President, North American Sales

John Ricingel

2 Security Corporation in One Speen Stores County (1997) MA OF SELECT WAY 525ys color in Tel: +1-508-663-2510 in Fazz 41-508-663-251

# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

# GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert FEDERAL IDENTIFICATION NUMBER in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u>. Entries with <u>WHITE OUT</u>, <u>CROSS-OUTS OR LIFT-OFF TAPE</u> <u>MUST</u> BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders MUST state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bld.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Inside (receiving dock) delivery is required on all orders.

Federal Exemption Number: A-109538

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

State Exemption Number: EX 7213062C

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement MUST BE COMPLETED and submitted with bid. See page 4 for further details

<u>ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS</u>	S UNLESS OTHERWISE SPECIFIED.
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#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

#### FORMAL SEALED BID PROPOSAL 99022-04137-024

#### NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

- "Public Works" and "Building Services" Definitions
- I. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).
- ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that; (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (III) involve the transportation and delivery of fossil fuel to such building, and (IV) the principal purpose of which is to furnish services through use of building service employees.
- b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for Investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts,
- Wage Rate Payments / Changes During Contract Term The wages to be pald under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
- I. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- II. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- ili. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project,
- ly. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

ALL BIDS MUST BE F.O. B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS U	nless otherwise specified.
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#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law - 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.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125,00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at https://eproc.nassaucountyny.goy/SupplierRegister

#### **Specifications**

#### Section 1 GENERAL

The Nassau County Police Department is requesting bids for a physical security system, involving access control and video surveillance, for its newly constructed Eighth Precinct, located at 299 Hicksville Road, Bethpage, NY 11714. Listed in this document are the details regarding the technical scope of work required and the minimum requirements the vendor must have in order to be considered for this project.

The awarded bidder must provide a fully functioning, turnkey solution, utilizing the S2 Security Network Access Control System for access control and Milestone XProtect Corporate software for the video management. Due to the extensive Investments the Department has already made in these systems, NO SUBSTITUTIONS will be allowed.

## Section 2 PROJECT DESCRIPTION

The Nassau County Police Department is in the construction phase of a new building that will become the police operations center known as the 2<sup>nd</sup> Precinct Community Policing Center (8<sup>th</sup> Precinct). The Department has identified the requirements for a physical security system, consisting of a combination of cameras and door access control, to be inetalled as part of its overall operational security plans. The Department seeks qualified Vendors, as listed in Section 4 of this document, with the ability to furnish and install a fully functioning security system meeting or exceeding all the technical requirements listed in Section 3 of this bid offering.

The physical characteristics of this new construction are as follows:

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#### PHASE 1:

Phase 1 consists of the main building which is concrete, pre-cast, construction comprised of three stories with a fourth floor "bulkhead" structure. The main three stories have a 130' X 66" footprint with each floor height being approximately 10.5'. The fourth floor's dimensions are 82' X 61' with 10.5' ceilings. All floors are concrete plank.

Accommodations have been made in the planning of this building for an Intermediate Distribution Frame (IDF) on the 1st and 2<sup>nd</sup> floor and a Main Distribution Frame (MDF) on the 4th floor to house all network cables and infrastructure required for this project.

Included in Phase 1 are the light poles in the parking lot.

#### PHASE 2:

Phase 2 of this project consists of a free standing and separate vehicle storage garage located approximately 500' from the main building (Phase 1).

The vehicle storage garage has a 161' X 66' foot print and contains 2 floors with the 2<sup>nd</sup> floor being a "loft" type of space not occupying the entire footprint.

There is an Intermediate Distribution Frame (IDF) room on the first floor which is connected to the 1st floor IDF room in the main building (PHASE 1) via network cable.

## Section 3 SCOPE OF WORK

The physical security system will consist of the following minimum requirements:

#### Access Control

S2 Security Network Access Control System:

The Department has recently made a significant investment in the S2 Security Network Access Control System and is adding this new building into this system. The existing S2 system consists of a S2 Netbox Enterprise 100 configuration.

The system design shall consist of the following control points:

#### PHASE 1

	DOORS	CARD READERS
External Goose Necks	N/A	2
1 <sup>st</sup> Floor	17	20
2 <sup>nd</sup> Floor	6	6
3 <sup>rd</sup> Floor	17	17
4 <sup>TH</sup> Floor	4	4
TOTALS	44	49

#### PHASE 2

	DOORS	CARD READERS
External Goose Necks	N/A	1
1st Floor	11	11
2 <sup>nd</sup> Floor	1	1
TOTALS	12	13

PROJECT TOTALS

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

# FORMAL SEALED BID PROPOSAL 99022-04137-024

	DOORS	CARD READERS
External Goose Necks *	N/A	3
PHASE 1	44	47
PHASE 2 **	12	12
TOTALS	56	62

- \* The external goose neck mounted card readers are to be used to control ingress and egress to the sally port area and parking lot by opening and closing of motorized lift gates. The manufacturer/make/model of gate openers will be supplied once the information becomes available.
- \*\*- 5 of the 12 doors in PHASE 2 are roll up doors. The manufacturer/make/model of door openers will be supplied once the information becomes available.

The Vendor, awarded this bid, will be responsible for supplying and integrating into the S2 system the following hardware:

- Two (2) door position switches for the fourth floor exterior doors (one for each door). (PHASE 1)
- Six (6) MAGLOCK systems (one for each door) to secure push/pull doors, three of which are on the first floor, two are on the 3<sup>rd</sup> floor and one is on the fourth floor. (PHASE 1)
- Nine (9) remote buttons, located on one panel, at the front desk according to the access control design (8 are designated for card readers in PHASE 1 and 1 card reader in PHASE 2)
- Connection to the building's fire alarm system to ensure all fall safe and fall secure doors works as designed. (BOTH PHASE1 and PHASE 2)
- Elevator control the awarded bidder must provide a solution to control access for the single elevator in the building. It is the awarded bidder's responsibility to coordinate with the elevator contractor to insure a successful integration. The solution must incorporate the following:
  - · Free access to enter the elevator from all floors
  - Restricted access to exit the elevator on floors 2,3,&4

Note- the elevator installation contractor will be providing the following items as part of their requirements:

- Two(2) coaxial cables
- Four(4) pairs of shielded Ethernet cables
- Phase 1 & 2 fire service compliant software and hardware
- S2, Multi-class SE RP40 contactless reader, with prox, wall switch, wiegand, pigtail, black,
   LED blue flash green, buzzer, PIR request sensors to exit. (BOTH PHASE 1 and PHASE 2)
   SMART UPS 1000VA LCD RM 2U 120V

The Vendor, awarded this bid, is expected to supply as part of their design solution:

- S2 portal licensing for each access control device including an additional 10 licenses for future expansion
- Milestone XProtect VMS software integration license
- 4 Additional S2, Multi-class SE RP40 contactless reader, with prox, wall switch, wiegand, pigtail, black, LED blue flash green, buzzer, PIR request sensors to exit

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#### OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

- Portal nodes will have 4 unused ports for future expansion
- Provide the Department with "Train the Trainer" training for 12 people. The training must include operation, enrollment, event alerts, etc.
- Responsible for merging the Department's existing access control user database into the new
- Line drawings for the system indicating hardware connectivity throughout the building
- An itemized list, with unit pricing, of all equipment and software provided as part of the overall
- Any additional hardware not specified in this document that is required to complete the full functionality of the system

The General Contractor for the overall project is responsible for the acquisition and installation of the door hardware as well as the conduit and boxes for the card readers. However, if the awarded bidder encounters any of the following: card reader location(s) without a pre-installed box(s), conduit, and/or without the proper hardware, door hardware that is missing and/or incompatible with the proper function of the door. It is the awarded bidder's responsibility for the acquisition, installation, and integration of the above listed items necessary to ensure the system works as designed without further cost to the Department.

In addition, the General Contractor is responsible for the acquisition and installation of the external goosenecks listed above.

#### Surveillance Cameras Milestone Systems;

The Department has made a significant commitment to expanding an existing Milestone Systems video management system, and intends on having this new

facility outlitted with the Milestone System. The Department currently uses a Milestone XProtect Corporate 2016 system.

The system shall consist of the following camera locations:

#### PHASE 1

A STATE OF THE STA	INTERIOR	EXTERIOR	LIGHT	ELEVATOR
		ATTACHED	POLES	
		TO THE	!	
		BUILDING		
1 <sup>st</sup> Floor	19	15		
2 <sup>nd</sup> Floor	1			
3 <sup>rd</sup> Floor	5			anne anni anni anni anni anni anni anni
4 <sup>TH</sup> Floor	3			
EXTERIOR LIGHT			9	
POLES*				
ELEVATOR	T. Park and the comment of the Comme			1
TOTALS	28	15	9	1

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#### PHASE 2

	INTÉRIOR	EXTERIOR ATTACHED TO THE BUILDING	LIGHT POLES	ELEVATOR
1 <sup>5l</sup> Floor	1	15		
TOTALS	1	15		

PROJECT TOTALS

1	DIALS				
Ì		INTERIOR	EXTERIOR	LIGHT	ELEVATOR
			ATTACHED	POLES	
			TOTHE		
			BUILDING		
			DOILD!!		
	PHASE 1	28	15	9	1
	PHASE 2	1	15		
	TOTALS	29	30	9	1
				L	**************************************

<sup>\* -</sup> The distances from the first floor IDF to the light poles may exceed 300 feet.

The Vendor, awarded this bid, will be responsible for supplying and integrating into the Milestone system the following hardware/software:

- Outdoor Cameras: Sony SNC-EB632R Network 1080p/30fps Full HD Outdoor IR Bullet Camera Powered by IPELA ENGINE EX™ (Wide D, High Sensitivity, True Day/Night, ABF, PoE, IP66)
- Indoor Cameras: Sony SNC-EM631 Network 1080p/30fps Full HD Vandal Resistant Mini Dome Camera - E Series - Powered by IPELA ENGINE EX (Wide D, High Sensitivity, True Day/Night, ABF, PoE)
- APC-SMT1000RM2U SMART UPS 1000VA LCD RM 2U 120V
- 69 Milestone XPCODL X-Protect Corporate Device Licenses
- Any additional hardware not specified in this document that is required to complete a turnkey solution for the Department

The Vendor, awarded this bid, is expected to supply as part of their design solution:

- 12 Lenovo ThinkPad X1 Yoga 14" 16:9 2 in 1 Ultrabook, Touchscreen, In-plane Switching (IPS)Technology, Intel Core i5 (6th Gen) i5-6200U Dual-core (2 Core) 2.30 GHz, 8 GB LPDDR3, 256 GB SSD, Windows 10 Pro 64-bit (English)Convertible, Black, Intel HD Graphics 520 LPDDR3, Bluetooth English (US) Keyboard, Front Camera/Webcam, HDMI, 3 x USB 3.0 Ports, Mini Display Port, 4-cell Lithium Polymer, 11 Hour Battery Run Time, 3 Year Depot Warrant\*\*\*
- 2 Additional Interior and Exterior cameras for future expansion.
- 4 additional Mitestone corporate device licenses
- Provide the Department with "Train the Trainer" training for 12 people. The training must include operation, exporting video clips, etc.,
- Provide the Department with System Administrator training for 3 people. The training must include all aspects of system configuration, and control of the system

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

- Line drawings for the system indicating hardware connectivity throughout the building
- An itemized list, with unit pricing, of all equipment and software provided as part of the overall design
- One (1) of the interior first floor cameras, One (1) of the interior second floor cameras and One (1) of the interior third floor cameras will be mounted in a stairway, the Vendor, awarded this bid, is responsible to supply and install appropriate conduit and boxes, as well as penetrate (drill) through an external concrete walls and mount said three (3) cameras according to the security drawings.
- \*\*\*Note This equipment is to be delivered the Department within 30 days of issuance of purchase order from the county

The Milestone VMS is part of the Department's IT infrastructure and, as such, Vendor, awarded this bid, must adhere to Departmental direction and guidelines related to all network configuration installations.

## Section 4 VENDOR MINIMUM REQUIREMENTS

S2 Security Network Access Control System:

#### Access Control Vendor requirements

The successful bidder must have the following qualifications/certifications to be considered for this bid:

- Must be S2 certified configuration/installation/sales partner
- Must have Microsoft MCSA or MCSE certifications
- Must demonstrate prior experience with large scale Microsoft Server environment projects
- · Must have at minimum Cisco CCNP certification, Cisco CCIE is preferred
- Must demonstrate prior experience with large scale, complex network architecture projects
- CISSP, Certified Information Systems Security Professional
- ISSAP, Information Systems Security Architecture Professional

#### Video Surveillance System:

#### Milestone VMS Vendor requirements:

The successful bidder <u>MUST</u> have the following qualifications/certifications to be considered for this bid:

- Must be Milestone certified platinum channel partner or higher
- Must have Milestone Certified Design Engineer(MCDE) certification
- Must have Milestone Certified Integration Technician(MCIT) certification
- Must have Milestone Certified Integration Engineer(MCIE) certification
- Milestone Law Enforcement Video Gateway Certification and Milestone SDK certification is preferred
- Must demonstrate qualifications of similar 3<sup>rd</sup> party integrations with Milestone XProtect Corporate V5.0C, Device Pack 7.2
- Must list 3 prior projects of similar scope and size utilizing XProtect corporate.
- Must have Microsoft MCSA or MCSE certifications
- Must demonstrate prior experience with large scale Microsoft Server environment projects
- Must have at minimum Cisco CCNP certification, Cisco CCIE is preferred
- Must demonstrate prior experience with large scale, complex network architecture projects

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# OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

- Section 5 MANDATORY VENDOR MEETING
- Due to the nature of this project, building plans and hardware schedules cannot be published
  with this bid. Vendors <u>must</u> schedule an appointment to view the building plans and hardware
  schedules in order to be considered for this project.
- The following date is reserved for appointments: <u>Monday, March 20, 2017 Failure to make an appointment and view building plans and hardware schedules will result in the disqualification of your bid.</u>

Appointments will be made at one (1) hour intervals on this date, staring at 10:00 AM. Vendors who wish to schedule an appointment may call 516-573-7500 and ask to be scheduled for an appointment to view the 8th Precinct drawings. Viewing will only be conducted at Nassau County Police Headquarters, 1490 Franklin Ave, Mineola, NY. In order to enter the building, Vendors will be required to check in with the Public Information Office located at the front of Headquarters.

All vendors attending the mandatory meeting must furnish to NCPD at that time the following:

- A list of completed projects (include names, and contact information), similar in scope and complexity specified in this document, that you organization furnished, designed, installed, and certified manufacturer maintain. Please note for each project which services your company provided (e.g. Design, Installation, Manufacture certified maintenance, etc.)
- Provide documentation from Milestone and S2, stating your organization is authorized, meets all appropriate certifications, required to configure, program, install, and receive manufacturer's technical support for this project.
- Large scale Microsoft Server environment projects
- · Must have at minimum Cisco CCNP certification, Cisco CCIE is preferred
- Must demonstrate prior experience with large scale, complex network architecture projects

## Section 6 PROJECT SCHEDULE

The Vendor, awarded this bid, is expected to begin cable rough in <u>NO LATER THAN, Monday, June 5, 2017</u> and must be completed NO LATER THAN, Friday, June 30, 2017.

The remainder of the installation MUST be completed NO LATER THAN October 1, 2017.

VENDORS ARE ADVISED THAT THE CEILING GRID AND THE FINISHED CEILING TILE MAY BE IN PLACE AT THE TIME OF THE THEIR ROUGH IN. THE VENDOR, AWARDED THIS BID, WILL BE HELD FINANCIALLY RESPONSIBLE TO THE GENERAL CONTRACTOR FOR ANY AND ALL DAMAGE DONE TO THE GRID AND/OR CEILING TILE. THIS COST CANNOT BE PASSED ON TO THE DEPARTMENT.

## Section 7 PAYMENT SCHEDULE

The project will follow the below listed milestone payment schedule:

- 1 15% of the total bid Upon the Issuance of purchase order <u>AND</u> the Department's receipt of the required Lenovo ThinkPad Ultrabook computers per above spec.
- 2 25% of the total bid Upon completion of the rough in of PHASE 1
- 3 40% of the total bid Upon the completion of the installation and activation of the access control system and cameras and the acceptance of all systems by the Department

4 .	20% of the	total bid -	Upon thể	completion	of PHASE Z	
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For a total of 100% of the bid.

#### Section 8 PROJECT WARRANTY

The Vendor, awarded this bid, will warranty all aspects of their proposed solution (Hardware, Software, Installation, etc.) for two (2) years from the date of system acceptance by the Department. The Vendor, awarded this bid, will provide to the department the following:

- 24hr service contact
- System repair escalation procedure for unresolved issues
- Service level agreement (SLA) with 4 hour response time for major failures and 24 hour response time for minor fallures

## Section 9 MISCELLANEOUS

If this specification is not complete in any way, it is the awarded bidder's responsibility to identify any equipment, software, hardware and/or any other item(s) omitted from this document and provide all necessary equipment and/or software and/or hardware and/or any other item(s) to provide a fully functioning turnkey system for the facility without any additional costs to the Department.

The awarded bidder must be compliant with the following items:

· Work in conjunction with the Department of Public Works building construction contractors and associated trade contractors to guarantee their proposed system is fully functioning and meets all applicable building, fire, electrical, etc. codes.

Utilize all customer provided equipment (e.g. doors, locks, electric strikes, etc.) as part of their system. Any additional items required, but not included as part of customer provided equipment, is the sole responsibility

- of the Vendor, awarded this bid, to provide without any additional costs to the Department
- All personnel actually working on this project either on site or remotely will be subject to background checks performed by the Department's Applicant Investigation Unit. Any employees refusing to cooperate with these checks will be barred from working on the project.
- No substitutions or replacements will be accepted related to any equipment contained in this section without expressed authorization of the Department.

The response(s) to this bid document must contain all the information requested herein, along with a detailed narrative clearly explaining how their proposed system will function and meet the needs of the Department. The narrative must contain references to every item listed on the equipment/ services cost proposal and its function related to the overall system design.

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## **Pricing**

Item one: Provide Install and Integrate

PROVIDE INSTALL AND INTEGRATE S2 ACCESS CONTROL SYSTEM and Milestone Security System.

\$273,399.39

Partial payments will be allowed: PAYMENT IS CONTINGENT ON THE FILING OF PAYROLLS IN A MANNER CONSISTENT WITH SUBDIVISION 3-a OF SECTION 220 OF THE NYS LABOR LAW; THE SUBMISSION OF THE CERTIFICATES AND STATEMENTS REQUIRED UNDER SECTION 220-a OF THE NYS LABOR LAW; AND THE SUBMISSION OF SUCH OTHER COMPLIANCE LETTERS, SCHEDULES, AFFIDAVITS, CERTIFICATIONS, REPORTS, AND OTHER DOCUMENTATION AS MAY BE REQUESTED BY NASSAU COUNTY DPW OR THE NASSAU COUNTY COMPTROLLER'S OFFICE."

### PAYMENT SCHEDULE

The project will follow the below listed milestone payment schedule:

1 - 15% of the total bid - Upon the issuance of purchase order <u>AND</u> the Department's receipt of the required Lenovo ThinkPad Ultrabook computers per above spec.

Parts \$ 23,390.38 Labor \$ 17,619.53

2 - 25% of the total bid - Upon completion of the rough in of PHASE 1

Parts \$ 38,983.97 Labor \$ 29,365.87

3 - 40% of the total bid - Upon the completion of the installation and activation of the access control system and cameras and the acceptance of all systems by the Department

Parts \$ 62,374.36 Labor \$ 46,985.40

4 - 20% of the total bid - Upon the completion of PHASE 2

Parts \$ 31,187.18 Labor \$ 23,492.10

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		nufacturer and model number of item offered include specifications  No substitutions, see attached	
It€	em 1 _	No Substitutions, see attached	
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# VIRSIG

Company Address 48-02 25th Avenue

Astoria, New York 11103

United States

Expiration Date

5/31/2017

Quote Number

00023143

Prepared By

Glenn Taylor

Phone

(844) 484-7744

Email

gtaylor@virsig.com

Fax

(718) 766-2024

Bill To

1490 Franklin Ave

Mineola

Contact Name

Robert Torres

Email

rtorres@pdcn.org

Fax

(516) 573-7591

Bill To Name

Nassau County Police Department

Nassau County Police Department

Ship To

Ship To Name

8th Precinct

299 Hicksville Road Bethpage, NY 11714

United States

Scope of Work

Provide, install, and integrate 69 SONY generation 6 networked cameras. Provide 2 Interior and 2 exterior spare cameras

and 4 XProtect Corporate licenses.

County will provide Servers and switching.

# Server and Storage Recommendation

#### Calculation Information

Configuration Date: April 13, 2017 Configuration Name 8th PCT NCPD

Product: XProtect Corporate

Integrator Details First name: Glenn Last name: Taylor Company: VIRSIG Email: gtaylor@virsig.com Phone: 718,819,6410

#### Cameras

Camera Name	Manufacturer / Model	Qty	Resolution / Codec / Complexity	Continous FPS	Event FPS	Hours	Motion / Event %	Retention (Days)	Bitrate (Kbps)
Exterior	Sony SNC-EB632R	39	HD1080 (1920x1080) h.264 Medium-Low	0	15	24	25	60	2639.59
Interior	Sony SNC-EM631	30	HD1080 (1920x1080) h.264 Medium-Low	0	15	24	0	25	2639.59

## Recording Server Specification

#### Otv

1 x Server(s) with the following configuration Intel Xeon E5-2420 v2 8 GB RAM 2 Gigabit NICs

Windows Server 2012 R2 x64 Standard/Data Center

OS and Application Volume - Disk Configuration: 2 x 300 GB minimum RAID 1 Live Database Disk Configuration: Connectivity Internal or Direct Attached

4 x 10K RPM 600GB RAID 1 / RAID10

Archive Database Disk Configuration: Connectivity Internal or Direct Attached

4 x 7.2K RPM 6TB RAID 5

Camera Bandwidth to Rec. Server: 177.86 Mbps Client Bandwidth from Rec. Server: 77.33 Mbps

Rec. Server Bandwidth: 255,19 Mbps

Rec. Server Disk Throughput Live DB: 22.24 MB/sec Rec. Server Disk Throughput Arch. DB: 0,00 MB/sec Rec. Server Disk Throughput Total: 22,24 MB/sec

Estimated IOPS: 177,92

Rec. Server Video Storage: 15904.37 GB

#### Disk Drive Notes:

Live Database storage size assumes archiving 1 times per day. If archive periods will be more frequent or less frequent, then the Live Database storage array numbers or the Archive Database storage array numbers may need to be adjusted. Arrays should be configured to use a large drive strip size of 256KB or 512KB and the Live and Archive Windows volumes should be configured using 64K segment size to provide for best performance. Array controllers should also be configured with battery backed cache with write back cache settings enabled.

#### Network Notes:

Bandwidth calculations are done assuming 30 cameras being viewed simultaneously from each server. Milestone recommends using at least two network cards so the client network and camera network can be separated. A minimum of two network cards are used in this configuration for that reason.

SQL Maintenance Notes:

SQL server should be set to a regular backup schedule and transaction logs truncated as part of the scheduled backup process.

#### GENERAL DISCLAIMER:

All information, to include but not limited to, documentation, configuration calculations, installation and trouble-shooting advice, consultancy and support services which may be provided within this email is delivered 'as is' without warranty of any kind. Unless otherwise agreed in writing between you and Milestone Systems A/S or its Affiliates, system integrator, as the recipient, agree to assume the entire risk as to the results and performance achieved or not achieved by reliance on such information. Milestone Systems A/S and its Affiliates shall, to the extent allowed by law, assume no liability for the Recipient's reliance on such information and disclaims all warranties, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, or any warranty arising out of any proposal, specification or sample with respect to the email. Furthermore, Milestone Systems A/S and its Affiliates shall not be liable for loss of data, loss of production, loss of profit, loss of use, loss of contracts or for any other consequential, economic or indirect loss whatsoever in respect of delivery, use or disposition from the content of this email.

\*\* All figures above assume an even distribution of cameras (quantity and resolution) across all Recording Servers.

Product	Description	aine item Description	ne Sille Pice	Quantily	Teldlighte:
Sony SNC-EB632R	Network 1080p/30fps Full HD Outdoor IR Bullet Camera Powered by IPELA ENGINE EX™ (Wide D, High Sensitivity, True Day/Night, ABF, PoE, IP66)	:	\$1,307,00	41.00	\$24,114.15
UNI-BB81	Aluminum back box with pole mount adaptor for the SNC-CH180/ CH160/ CH280/ CH260,		\$88.00	9.00	\$673.20
Sony SNC-EM631	Network 1080p/30fps Full HD Vandal Resistant Mini Dome Camera - E Series - Powered by IPELA ENGINE EX (Wide D, High Sensitivity, True Day/Night, ABF, PoE)		\$997.00	32.00	\$17,547,20
Milestone XPCODL	X-Protect Corporate Device License		\$249.00	73.00	\$18,177.00
NE-DE-DAY	Network Engineer for implementation, Site Design, Survey, and Tuning.		\$8,400.00	1,00	\$8,400.00
Veracity VCI-VORORMXT	OUTREACH MAX XT POE/LAN EXTEND EXTERNAL USE 100M PER UNIT		\$299.00	2.00	\$598.00
Veracity VCI-VOROSP	OUTSOURCE Plus Midspan 25/30W POE Plus 802.3at Injector 1POR		\$99.00	2.00	\$198.00
Network Cable	Network and communication cable		\$4,900.00	1.00	\$4,900.00
Installation Tech	Security Equipment Installer hourly		S51,750.00	1,00	\$51,750,00
Lift Services	Installation Lift included delivery and pickup of equipment.		\$1,000.00	1.00	\$1,000.00
Misc, Installation Hardware	Misc. hardware (wraps, labels, tape, waterproofing, etc.)	Conduit and sealtite	\$600,00	1.00	\$600,00
LEN 20FQ000RUS	Lenovo ThinkPad X1 Yoga 20FQ - 14" - Core i5 6200U - 8 GB RAM - 256 GB SSD		\$1,599.00	12.00	\$17,940.78

Totals

 Subtotal
 \$191,094.00

 You Save
 (\$45,195.67)

 Total Price
 \$145,898.33

 Grand Total
 \$145,898.33

Terms

35% signing, 35% delivery, 30% completion

Quote Acceptance Information

Signature

Name

Title

Date

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# VIRSIG

Company Address 48-02 25th Avenue

Astoria, New York 11103

United States

Opportunity Name

Eighth Precinct Access Control

Expiration Date

5/31/2017

Quote Number

00023140

Prepared By

Glenn Taylor

Phone

(844) 484-7744

Email

gtaylor@virsig.com

Fax

(718) 766-2024

Contact Name

Robert Torres

Email

rtorres@pdcn.org

Fax

(516) 573-7591

Bill To Name

Nassau County Police Department

Bill To 1490 Franklin Ave

> Mineola, NY **United States**

Ship To Name

Nassau County Police Department

Ship To

299 Hicksville Road Bethpage, NY 11714

United States

Scope of Work

Provide Access control at 56 Portals with 3 doors having badge in/ badge out ability. 9 doors will have remote opening

capabilities, Additional 64 Portal block of licenses will be provided for the Exacta 100 Controller.

# SMS Project Data Sheet (S2 Hardware)

Name Of The Project	8th Precinct NCPD	
Sales Representative	Eric Joseph	
Integrator Company Name	VIRSIG, LLC	
End-User Company Name	Nassau County Police Department	
Price Book	Integrator	
~Dates Quote is needed	4/1/2017	
~ Dates of Installation	5/21107	

Totals	How many portals total are on this project?	60
	How many locations/buildings are on this project?	2
is this SMS system an	addition to the existing or recently quoted ACS? [Y/N]	N
Does the system requ	ire partitioning? ( Y/N)	N
If YES, what Is the Site	Name where ACS is already installed / quoted [enter a quote number]	Westbury
1. Are there eno	ugh available portals on the existing S2 License? [Y/N]	Add 64 Portal
If the SMS is going to	integrate with a VMS, what is the manufacture of the VMS?	Υ
1. How many car	nera Integrations are needed?	Base
If DMP integration is	required, how many DMP integration licensees are needed?	N
If Remote locksets ar	e used, how many integration licenses are needed?	N
If Badging is required	, how many Badging stations are needed?	N
How many cardholde	rs does the system need to support?	3500
		.1

#### Notes:

- 1. For quoting purposes traditional Portals are assumed to utilize 1 reader, 1 output, and 2 inputs.
- 2. For Mercury conversions please use the "MercuryConversionCheck List May 2013 Rev9".
- 3. For NetVR integration please use the "VMS Project Data Sheet".
- 4. If floor by floor elevator control is required please complete table 9.

Panel Locatio	n 1	
Name;	LEVEL1 - P1-1	
Number of tra	ditional Portals:	14
Number of rea	der in/out Partals:	3
Number of ad	ditional inputs:	8
Number of ad	ditional outputs:	0
Number of ter	nperature points:	0

Panel Locat	ion 3	
Name:	LEVEL4 - P1-4	
Number of t	raditional Portals:	25
Number of r	eader in/out Portals:	0
Number of a	dditional inputs:	2
Number of a	dditional outputs:	0
Number of t	emperature points:	0

Panel Loca	tion 2	
Name:	LEVEL2 - P1-2	
Number of	traditional Portals:	6
Number of	reader in/out Portals:	0
Number of	additional inputs:	0
Number of	additional outputs:	0
Number of	ternperature points:	0

Panel Loca	tion 4	
Name:	LEVEL1 - P2-1	
Number of	traditional Portals:	13
Number of	reader in/out Portals:	0
Number of	additional inputs:	0
Number of	additional outputs:	0
Number of	temperature points:	0

#### Table 9:

Elevator Cab Name or #	Number of floors controlled by \$2	Elevator control room name
Main	4 Floors (Inc. Level 4)	4 <sup>th</sup> Floor Motor
	4 Spares	

Producti	Description	Enterliem Description	Salas Prue	Quantity	en Foreigness
S2-ACM-25	2 readers, 4 inputs, 4 outputs (each blade). Can be used with S2-NN-EWM/RM empty node enclosure. This bundle pack provides a 5% discount off of the Individual ACM price.		\$19,688.00	1.00	\$14,766,00
S2-ACM	Access control application extension blade with support for 2 readers, 4 inputs and 4 outputs.		\$812.00	10.00	\$6,090.00
S2-NN-E-WM	NODE WITH NO APPLICATION BLADES	:	\$2,298.00	7.00	\$12,064.50
S2-INP	Supervised input application extension blade: 8 inputs		\$478.00	2.00	\$717.00
S2-VMS-B-MS	Milestone XProtect VMS Software Integration License - Initial VMS integration Option for Milestone Systems XProtect Enterprise/Professional/Corporate integration (Icense for (4) cameras (use when Milestone XProtect Enterprise/Professional/Corporate Server software is not purchased from S2 Security).		\$500.00	1.00	\$375,00
S2-R64	64 portal expansion . Increases S2 Enterprise Exact50 and Exacta100 system licenses by 64 portals increments (above the initial 128 portals)		\$5,000.00	1.00	\$3,750.00
ALT AL400ULACM	PWR CNTRL + PWR SUPPLY + CHRGER 8-OUTPUT FUSED 12/24VDC FAIL SAFE/SECURE C782280		\$238,00	11.00	\$2,618.00
S2-920PTNNEK00460-S2SEC	MultiCLASS SE RP40 Contactless Reader, With Prox, Wall Switch, Wiegand, Pigtail, Black, LED Blue - Flash Green, Buzzer on, S2 Security Label (STOCK ITEM)		\$326.00	66.00	\$16,137.00
Securitron M62	Magnetic Lock 1200lb. 12/24VDC		\$460.00	6.00	\$2,070.00
BOSCH DS150I	PIR REQUEST TO EXIT SENSOR GRAY		\$90,64	56,00	\$5,075.84
NE-DE-DAY	Network Engineer for Implementation, Site Design, Survey, and Tuning.		\$6,000.00	1,00	\$6,000.00
Installation Tech	Security Equipment Installer hourly		\$52,500.00	1.00	\$52,500.00
Network Cable	Network and communication cable		\$6,100.00	1.00	\$6,100,00
Misc Hardware	Misc. Hardware for integration	Elevator Relay Boards, Door Release	\$2,000.00	1,00	<b>\$2,00</b> 0.00

Totals

Subtotal \$148,919.84 You Save (\$18,656.50) Total Price \$130,263.34 **Grand Total** \$130,263.34

Terms

35% signing, 35% delivery, 30% completion

Quote Acceptance Information

Signature

Name

Title

Date

## VIRSIG LLC.

### ADDITIONAL REFERENCES / PAST COMPLETE PROJECTS

Nassau County Police Department
First Precinct security installation \$227,000 project
POC: Inspector Robert Torres

Nassau County Police Department

Marine Division security installation & marine hardening \$172,000 project

POC: Detective Lieutenant Ken Strigaro

Men Chan Exec Director

Purles Kitchell 122 Mich

Date →

OFFICE SUMM OPENI BID NC REQ. N	OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: APRIL 13, 2017 AT 11 A.M. BID NO: 99022-04137-024 REQ. NO: N/A TITLE: SECURITY SYSTEM F & I	L	SECURITY SERVICES	VIRSIG	EIA NETWORKED TECHNOLOGIES	DIGITAL PIONS DIG: DIG:									Seef 7	DETAILS AWARD
TEM #	ARTICLE	TINU	1	2	m	4	rs.	ဖ	7	బ	6	10	7	12	13	AWARD TO NO.
	INSTALL & INTERGRAT	\$	296,968.00	9.39	292,617.68 274,989.84	274,989.84										
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	-					274989				J	Jaudia Colk	asurdo here	by certifies	that the bic	Claudia Colasurdo hereby certifies that the bids listed above were of	ive were of
										G. W	at the time and place specified therein and transcription from all original bids received.	from all ord	ecmed mer ginal bjdsre	rein and ink eceived.	at the time and place specified therein and that the above is a correction from all original bids/received.	e is a correct



# FORMAL BID RECOMMENDATION

BID NUMBER 99022-04137-024

**OPEN** April 13, 2017

TITLE: Security System Furnish and Install

DATE: April 13, 2017

TO: BUYER -

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

D-1 A		Bid Results
Date: April 13, 2017 To: Supervisor From: Buyer: Timothy Funa	ro Items	Bidder
		Recommend an award be given to Virsig LLC.
List of recommended awards in accordance with the		as the lowest responsible bidder meeting
attached summary is shown in column at right. The reason for award to other than low bidder is indicated		specifications and bid terms.
on the reverse side of this page.		
1 WE		
Timothy Funary. Buyer		
Buyer		
Date:		
To: Director From: Supervisor		
To Director From Supervisor		
and control and and and and and and and and and and		
Concur Disagree (See Reverse)		
Date: 4/3// /		
To: Buyer From: Director Approved for Award		
Approved for Award		1
Hold award pending discussion		
Subject to Legislature/Appreval/)	11	
Dinker	When I	
Director M	of Want	

## Funaro, Timothy G

From:

Torres, Robert <RTorres@PDCN.ORG>

Sent:

Thursday, April 13, 2017 1:30 PM

To:

Funaro, Timothy G

Cc:

Support Executives; Strigaro, Kenneth; Cavuto, Christopher; Glenn Taylor

Subject:

RE: Formal bid

#### YES!

#### PLEASE PROCEED ASAP!

We need to get this on the rules calendar for May 8th.

Please let me know what else you need from me.

Thanks again Tim!

BT

From: Funaro, Timothy G [mailto:tfunaro@nassaucountyny.gov]

Sent: Thursday, April 13, 2017 1:27 PM

To: Torres, Robert Subject: Formal bid

Robert,

The low bidder for the security system for the 8<sup>th</sup> is Virsig their phone number is 718-819-6410 ask for Glenn Taylor. Let me know when its Ok to proceed.

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov



#### Informal bid Title:

# Comparison OF Bids

bid numbers

% and \$ difference plus or minus over

pre-encumbrance

22.3310%

\$78,606.45

Recommended Vendor

Virsig LLC

Requisition #
Pre-Encumbrance:

RQPD17000206 \$352,005.84

Buyer

Timothy Funaro

Purchase Order #

				······································	-1+	Ve	ndors	40.1	·	***************************************		
Т		Virsig LLC		Digital Pro	visions Inc.		c Interface	Intelli-Ted	Security	Vendor#	5	
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	273399.39	273399.39	274989.84	274989.84	292617.68	292617.68	296968.00	296968.00	0.00	0.00	273399.39
2	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00
3	0	0.00	0,00	0.00	0.00	0.00	0.00	0,00	0,00	0.00	0.00	0.00
4	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	0	0.00	0.00	0,00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
7	0	0.00	0,00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00
8	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0	0,00	0.00	0.00	0.00	0,00		0.00	0.00	0.00	0.00	0.00
10	0	0.00	0,00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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15	0	0.00	0.00	0.00	0.00	0,00	0.00	0,00	0,00	0.00	0.00	0.00
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Tel N	la.	718-819-6410		631-209-260		646-827-1		516-876-2000			A CONTRACTOR OF THE SECOND	210000.08
Verb		Glenn Taylor		Brian Selltiz		Matthew C		Carmine J. Pi		<del> </del>		<del> </del>
Date		04/13/2017 s		04/13/2017			7 sealed bid			-		
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Notes	Formal Sealed Bid Number 99022-04137-	024 Title: Security System Furnish and Install
	*key 0≔N	o Bid

CENTSEC

Client#: 64614

ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2017

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

th	IPORTANT: If the certificate holder is e terms and conditions of the policy, ertificate holder in lieu of such endors	certa	in po	olicles may require an en	llcy(les) dorsem	must be en ent. A stater	dorsed. If SU nent on this	BROGATION IS WAIVE certificate does not con	D, subje ifer righ	ct to ts to the
PRO	DUCER		<del></del>		CONTAC NAME:	T Cook Ma	ran & Asso	ociates		
1856					PHONE (A/C, No, Ext): 631 324-1440 FAX (A/C, No): 631-287-2207					
Cod	ok Maran & Associates				E-MAIL ADDRES	s. certificat	tes@cookn	naran.com		
40 [	Marcus Drive, 3rd Floor				E-MAIL ADDRESS; certificates@cookmaran.com INSURER(S) AFFORDING COVERAGE NAIC #					
Mel	viile, NY 11747								24319	
INSU	RED		<del></del> -	· · · · · · · · · · · · · · · · · · ·		INSURER B: Wesco Insurance Company				25011
	Virsig LLC				INSURER C:					
	48-02 25th Ave, Ste 406				INSURER D :					
Astoria, NY 11103-1032										
· ·				INSURER E:						
COVERAGES CERTIFICATE NUMBER:				INSURE	<u> </u>		REVISION NUMBER:			
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	X BI/PD Ded:1,000				l			MED EXP (Any one person)	\$10,00	
	X Contractual Liab	ŀ						PERSONAL & ADV INJURY	\$1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				ļ			GENERAL AGGREGATE	\$3,000	
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	OTHER:							COMBINED SINGLE LIMIT	\$	
В	AUTOMOBILE LIABILITY			WPP1494255	ľ	11/16/2016	11/16/2017	(44 800 80 18)	\$	
	X ANY AUTO							BODILY INJURY (Per person)	\$1,000	
	ALL OWNED SCHEDULED AUTOS  X HIRED AUTOS  X AUTOS  X AUTOS							80DILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000 \$	,000
	AHRED AUTOS AUTOS							(Let secondin)	\$	
Α	X UMBRELLA LIAB X OCCUR			5201060900		11/16/2016	11/16/2017	EACH OCCURRENCE	\$10.00	0,000
•	EXCESS LIAB CLAIMS-MADE			020100000	}	11,10,2010	1171012011	AGGREGATE		0,000
								77001EOTTE	\$	0,000
DED   RETENTION\$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND PROPRIES OF TRANSPIES VEG TIME Y/N						PER OTH-	ļ*	<del> </del>		
				E.L. EACH ACCIDENT \$		•				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			i	E.L. DISEASE - EA EMPLOYEE \$			1		
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT				
Δ				E200494200		14/46/2016	14/46/2017		T #	
A	Prof. Liability			5200184200 11/16		11/10/2010	11/10/2017	7 \$1,000,000		
The	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE COUNTY OF Nassau is included as Juired by written and executed co	Add	ditio							
	TIEICATE UOI DED				CANO	ELLATION	<del> </del>		7	and the same
CEI	RTIFICATE HOLDER						THE ABOVE O	ESCRIBED BOLIOISE DE O	ANCELL	en perope
The County of Nassau One West St., 1st fl. North Ent. 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.						
11110010,111 1100				AUTHORIZED REPRESENTATIVE						
				Le	Leonard Acioscia					

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# STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street	1b. Business Telephone Number of Insured
address only)	(718) 819-6412
Virsig LLC 48-02 25 <sup>th</sup> Ave, Suite 407 Astoria, NY 11103	1c. NYS Unemployment Insurance Employer Registration Number of Insured pending
, , , , , , , , , , , , , , , , , , ,	1d. Federal Employer Identification Number of Insured or Social Security Number
specifically limited to certain locations in New York State, i.e., a	Security Number
Wrap-Up	47-1416020
· ·	
2. Name and Address of the Entity Requesting Proof of	
Coverage (Entity Being Listed as the Certificate Holder)	Travelers Indemnity Company of America
THE COUNTY OF NASSAU ONE WEST STREET I <sup>ST</sup> FLOOR NORTH ENTRANCE MINEOLA, NY 11501	3b. Policy Number of entity listed in box "1a" INUB7F44723417
MINEULA, NT 11301	3c. Policy effective period
	10/10/2016 to 10/10/2017
	3d. The Proprietor, Partners or Executive Officer are
	X_ included. (Only check box if all partners/officers included)
	all excluded or certain partners/officers excluded
	C I I I I I I I I I I I I I I I I I I I

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3Aon the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate, (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

71 /	Nancy M Murin (Print name of a	uthorized representative or licensed agent of insurance carrier
Approved by:	Many	m. Muri April 20, 2017
	(Signature)	(Date)
Title:	Producer	

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-07) www.wcb.state.ny.us

## Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in
- connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-07) www.wcb.state.ny.us



# CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or	Licensed Insurance Agent of that Carrier
1a. Legal Name & Address of Insured (use street address only)	1b Business Telephone Number of Insured
	718-819-6412
VIRSIG, LLC	
48-02 25TH AVE, SUITE 407 ASTORIA, NY 11103	1c NYS Unemployment Insurance Employer Registration Number of Insured
	PENDING
Work Location of Insured(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1d Federal Employer Identification Number of Insured or Social Security Number
	471416020
2, Name and Address of Entity Requesting Proof of Coverage (Entity Being	3a Name of Insurance Carrier
Listed as the Certificate Holder)	HARTFORD LIFE AND ACCIDENT
THE COUNTY OF NASSAU	3b Policy Number of Entity Listed in Box"1a"
ONE WEST STREET	LNY435797
1ST FLOOR NORTH ENTRANCE MINEOLA, NY 11501	3c Policy effective period:
MINEOLA, N. 11001	1 ' '
4. Policy covers:	07-01-2016 to 06-30-2017
Under penalty of perjury, I certify that I am an authorized representative or licer insured has NYS Disability Benefits insurance coverage as described above.  Date Signed  04-20-2017	Seed agent of the insurance carrier referenced above and that the named
(Signature of insurance	entrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number (800) 454-7020 Title: Manager	
Insurance carrier, this certificate is COMPLETE If Box "4b" is checked, this certificate is NOT C	ned by the insurance carrier's authorized representative or NYS Licensed. Mail It directly to the certificate holder.  OMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. ation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 1
PART 2. To be completed by the NYS Workers' Compensa	tion Board (Only if Box "4b" of Part 1 has been checked)
State of	New York
	ensation Board
According to information maintained by the NYS Workers' Compensation NYS Disability Benefits Law with respect to all of his/her employees.	ation Board, the above-named employer has complied with the
Date Signed By	
	Signature of NYS Workers' Compensation Board Employee)
Telephone Number Title	

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

#### Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

YES

(NO)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

#### **DISABILITY BENEFITS LAW**

#### §220. Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.