

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

4.

Rules Addendum

**Documents:**

A-23-17 NCWEB.pdf



## **PUBLIC NOTICE**

**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>.





County

Nassau

Office of Purchasing

**Staff Summary A-20-2017**

Subject : iConstituent (RQIT17000002, RQIT17000064)
Department: Office of Purchasing
Department Head Name: Eric Naughton
Department Head Signature <i>Eric Naughton for E Naughton</i>

Date: April 7, 2017
Vendor Name: iConstituent
Contract Number A-20-2017
Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	4/24/17 <i>[Signature]</i>	Counsel to C.E.
	Budget	4/11/17 <i>[Signature]</i>	County Atty.
	Deputy C.E.	4/20/17 <i>[Signature]</i>	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.

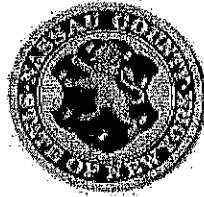
**Discussion:** This request is a sole source purchase; iConstituent is the developer, manufacturer and sole provider for the Gateway E-newsletter Plus with a stand alone Mail Transfer Agent installation, product maintenance, technical support and training. This request is for the periods 07/01/2016 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.

2017 MAY 10 PM 15

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE



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](mailto:tfunaro@nassaucountyny.gov)



A-20-2017 COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-20-2017**

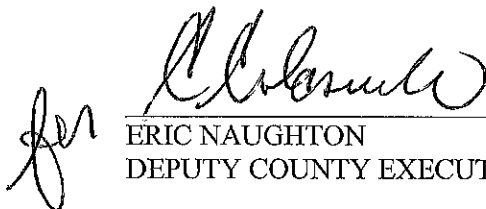
**FROM:** ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

**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 INFORMATION TECHNOLOGY TO iCONSTITUENT LLC 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) QUOTATION  
(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 iCONSTITUENT LLC.

WHEREAS, the Director is representing to the Rules Committee that the firm, iCONSTITUENT LLC 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 iCONSTITUENT LLC.



## COUNTY OF NASSAU

## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO - 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: 12.7.2016

Vendor: CONSTITUENT

Signed: [Signature]

Print Name: STUART S. SHAPIRO

Title: PRESIDENT

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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): N/A

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

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

BIDDER SIGN HERE

*Zain Khan*  
BIDDER

CEO

TITLE

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

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*Zai Khan*

BIDDER

*CEO*

TITLE

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: 8/10/2016

Signed: Zain Khan Zain Khan  
Print Name: ZAIN KHAN

Title: CEO

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

BIDDER SIGN HERE

Zain Khan

BIDDER

CEO

TITLE



## 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

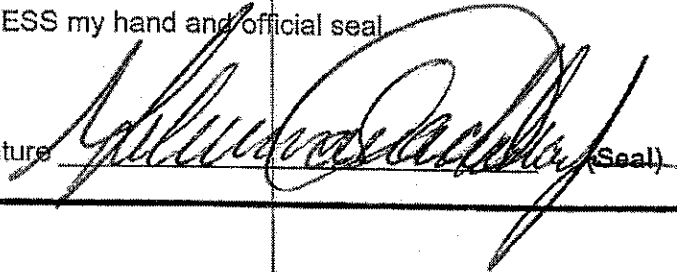
On August 10<sup>th</sup> 2016 before me, Yelena Osadchaya Notary Public  
(insert name and title of the officer)

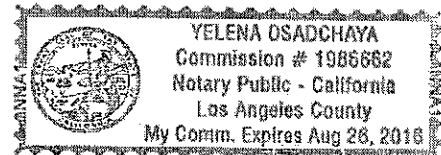
personally appeared Zain Khan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Signature

 (Seal)



**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires 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**

1. Principal Name: Zain Khan

Date of birth 06/18/1968

Home address: 12254 Darlington Avenue

City/state/zip: Los Angeles, CA 90049

Business address: 600 Pennsylvania, SE Suite 310

City/state/zip: Washington, D.C, 20003

Telephone: (202)355-9355

Other present address(es): NA

City/state/zip: NA

Telephone: NA

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 01/01/2002

Secretary \_\_\_/\_\_\_/\_\_\_

Chief Financial Officer \_\_\_/\_\_\_/\_\_\_

Partner \_\_\_/\_\_\_/\_\_\_

Vice President \_\_\_/\_\_\_/\_\_\_

(Other)

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

NO \_\_\_ YES X If Yes, provide details.

I am the Co-Founder and CEO of iConstituent and have an ownership interest in the entity.

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 \_\_\_ YES X If Yes, provide details: As the co-founder of iConstituent, I invested in the company at its formation over 12 years ago.

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 X; If Yes, provide details. In

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BIDDER

CEO

TITLE

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**

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

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? NO ☒ YES \_\_\_\_ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ 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? NO ☒ 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? NO ☒ 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.) – ANSWER: NO.
- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

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BIDDER

CEO

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES \_\_\_\_ 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? NO X YES \_\_\_\_ 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? NO X YES \_\_\_\_ 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? NO X YES \_\_\_\_ 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? NO X YES \_\_\_\_ 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? NO X YES \_\_\_\_ If Yes, provide details for each such year.

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Sam Khan  
BIDDER

CEO

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, Zain Khan, 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\_\_

See attached  
Notary Public

Constituent, LLC  
Name of submitting business

ZAIN KHAN  
Print name

Zain Khan  
Signature

CEO  
Title

8 / 10 / 2016  
Date

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Zain Khan  
BIDDER

CEO

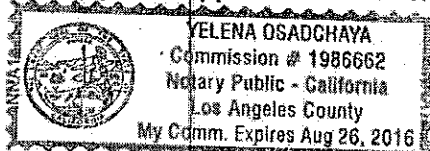
TITLE

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 10<sup>th</sup>  
day of August, 2016, by ZAIN KHAN.

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



(Seal)

Signature

A large, stylized handwritten signature in dark ink, appearing to read 'Yelena Osadchaya', written over the 'Signature' label.

**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 STUART S. SHAPIRO  
 Date of birth 05/29/1948  
 Home address 1813 WORRINGTON ST.  
 City/state/zip SARASOTA, FL 34231  
 Business address 600 PENN AVE SUITE 310  
 City/state/zip WASHINGTON DC 20003  
 Telephone 202-436-2100 - (CELL)  
 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 2002/ Treasurer / / /  
 Chairman of Board / / / Shareholder / / /  
 Chief Exec. Officer / / / Secretary / / /  
 Chief Financial Officer / / / Partner 2002/  
 Vice President / / / / / / /  
 (Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
 YES ☒ 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 ☒ NO ☐ If Yes, provide details. See attached
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. See Attached
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.

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BIDDER

PRESIDENT

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 past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated

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BIDDER

  
PRESIDENT  
TITLE



business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.

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

DETAILS: ANSWER to #4

#4 I HAVE MADE LOANS AND INVESTMENTS IN iCONSTITUENT LLC for \$1,200,000 SINCE 2010.

#5 DIGITAL DOWNLOAD INC 40% owner  
NIGHT FLIGHT NETWORKS LLC 40% owner  
AOTHONSEADE INC 50% owner

#3 <sup>1</sup>iCONSTITUENT LLC 24% owner  
THROUGH DIGITAL DOWNLOAD INC  
2.89% owned  
PERSONAL  
26.89%

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

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BIDDER

PRESIDENT  
TITLE

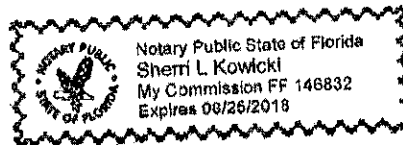
**CERTIFICATION**

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, STUARTS. SHAPIRO, 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 10 day of JANUARY 2017

Sherri L Kowicki  
Notary Public



ICONSTITUENT LLC

Name of submitting business

STUARTS. SHAPIRO

Print name

[Signature]

Signature

PRESIDENT

Title

JAN 10, 2017

Date

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

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BIDDER

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 ZAIN KHAN  
Date of birth 06 / 18 / 68  
Home address 12254 DARLINGTON AVENUE  
City/state/zip LOS ANGELES, CA, 90049  
Business address 600 PENNSYLVANIA AVE., # 310, WASHINGTON, DC 20003  
City/state/zip WASHINGTON, DC 20003  
Telephone (202) 365-9355  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/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 01 / 01 / 02 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. I OWN 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 LOANED THE COMPANY \$210,000.
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.  
I AM THE PRINCIPAL SOLE-PROPRIETOR OF FWD CITIZEN, INC.
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.  
I HAVE WORKED WITH LA CITY COUNCIL - IN LOS ANGELES, CALIFORNIA.

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

BIDDER SIGN HERE

Zain Khan  
BIDDER

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

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

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Zai Khan  
BIDDER

CEO

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

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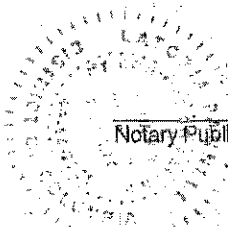
\_\_\_\_\_  
TITLE

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I, Zain Khan, 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<sup>th</sup> day of Feb 2017

  
\_\_\_\_\_  
Notary Public  
Letoria Pannett  
District of Columbia, Notary Public  
My Commission Expires  
September 14, 2021

iConstituent, LLC  
Name of submitting business

Zain Khan  
Print name

Zain Khan  
Signature

CEO  
Title

2 / 8 / 2017  
Date

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

BIDDER SIGN HERE

Zain Khan  
BIDDER

CEO

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Frank Girolami  
Date of birth 03/28/1958  
Home address 27837 NE 30th St  
City/state/zip Redmond, WA 98053  
Business address 600 PENNSYLVANIA AVE SE Suite 310  
City/state/zip WASHINGTON, DC. 20003  
Telephone 202-697-5646  
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 ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_\_ NO ☒ If Yes, provide details.

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

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Frank Girolami  
BIDDER

1-27-2017  
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 past (6) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.

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BIDDER

TITLE



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
40813-04116-006

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? YES \_\_\_\_ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

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

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BIDDER

TITLE

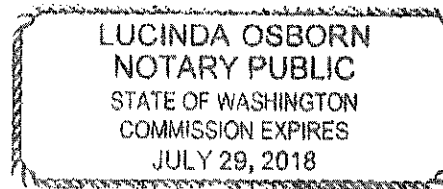
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I, Frank D. Girolami, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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 Jan. 2017

Lucinda Osborn  
Notary Public



1 Constituent, LLC  
Name of submitting business

Frank Girolami  
Print name

[Signature]  
Signature

Executive VP  
Title

1/27/17  
Date

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

BIDDER SIGN HERE [Signature]  
BIDDER

Executive Vice President  
TITLE

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 GREGORY HILDEBRAND  
Date of birth 08/29/1975  
Home address 2424 SOUTH GAFFEY STREET  
City/state/zip SAN PEDRO, CALIFORNIA 90731  
Business address 600 PENNSYLVANIA AVE SE, STE 310  
City/state/zip WASHINGTON, DC 20003  
Telephone 202 355-9355  
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   /  /  2002  
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.  
I HAVE A MINORITY, NON CONTROLLING, EQUITY INTEREST IN THE BUSINESS
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 P.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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[Signature]  
BIDDER

CRO

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 past (6) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

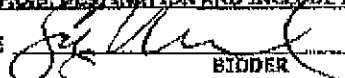
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 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 6 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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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.
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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

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BIDDER

27

  
TITLE

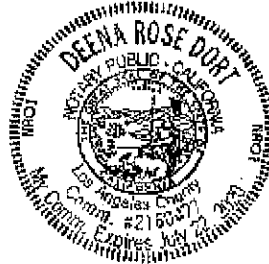
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I, Gregory Hildreand, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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<sup>st</sup> day of January 2017

Deena Rose Dorr  
Notary Public



Constellation, LLC  
Name of submitting business

Gregory Hildreand  
Print name

[Signature]  
Signature

CIO  
Title

1/31/2017  
Date

ALL BIDS MUST BE FOR DELIVERY AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]

BIDDER

CIO

TITLE

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Joe Green  
Date of birth 5/11/76  
Home address 18 Sunset Ave D5  
City/state/zip Venice CA 90291  
Business address 600 Pennsylvania Ave SE Suite 310  
City/state/zip Washington DC 20003  
Telephone 202-697-5646  
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 \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_\_ If Yes, provide details. I own 6.9% equity
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.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.

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TITLE



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? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

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BIDDER

CTO

TITLE

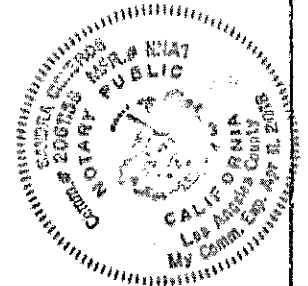
**CERTIFICATION**

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, Jeff Green, 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 1 day of Feb 2017

See CA Jurat Attached  
Notary Public



Iconstruent LLC  
Name of submitting business  
Jeff Green  
Print name  
[Signature]  
Signature  
CTO  
Title  
2/1/2017  
Date

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BIDDER SIGN HERE \_\_\_\_\_ BIDDER \_\_\_\_\_ TITLE \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 1st day of February 2017,  
by Date Month Year(1) Jeffrey Green

(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.Signature [Signature]  
Signature of Notary Public

Seal  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Formal Sealed Bid Proposal Document Date: 2/1/17Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

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

- 1) 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 ☒ If Yes, please provide details:

- 8) Does this business control one or more other businesses? Yes ☒ 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 bid.

- 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 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 ☒ 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 ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

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Sain Khan  
BIDDER

CEO

TITLE

- 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 \_\_\_ No X 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 X 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 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 X Yes \_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_
- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes \_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_

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*[Signature]*  
BIDDER

*CEO*

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ☐ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose

(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 as collection agent on behalf of Nassau County.

NONE

(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 as collection agent on behalf of Nassau County.

NONE

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

NONE

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.

Constituent regularly conducts both external and internal conflict checks to insure that its company maintains high ethical and legal standards.

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*[Signature]*

BIDDER

*CEO*

TITLE

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COUNTY OF NASSAU STATE OF NEW YORK

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 [www.iConstituent.com](http://www.iConstituent.com).

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) *Vendor form*
- iii) Name, address and position of all officers and directors of the company; (SEE ATTACHMENT) *u*
- 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

- 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. *vil*

- 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)

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*Sam Khan*  
BIDDER

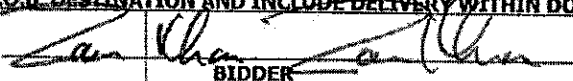
*CEO*  
TITLE

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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TITLE



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I, Zain Khan, 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

Name of submitting business: i Constituent, LLC

By: ZAIN KHAN

Print name

Zain Khan

Signature

CEO

Title

8 110 12016

Date

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Zain Khan  
BIDDER

CEO

TITLE

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 10<sup>th</sup>  
day of August, 2016, by ZAIN KHAN

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



(Seal)

Signature

A large, stylized handwritten signature in black ink, which appears to be "Yelena Osadchaya", written over the "Signature" label.

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: iConstituent, LLC

Address: 600 Pennsylvania, SE Suite 310 Washington, DC 20003

2. Entity's Vendor Identification Number: 46-0503043

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

☐ Closely Held Corp ☒ **Limited Liability 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):

✓ Stuart S. Shapiro, President, 1813 Worrington Street, Sarasota, FL 34231

✓ Zain Khan, Chief Executive Officer, 12254 Darlington Avenue, Los Angeles, CA 90049

✓ Frank D. Girolami, Executive Vice President, 27837 30<sup>th</sup> Street, NE, Redmond, WA 98053

✓ Gregory W. Hildebrand, Chief Information Officer, 2424 South Gaffey Street, Apt. 104, San Pedro, CA 90731

✓ Jeffrey L. Green, Chief Technology Officer, 18 Sunset Avenue, Apt. 5, Venice, CA 90291

Laurie Dolphin, Member, 401 east 88th Street, New York, New York, 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 lieu of completing this section.

Same as ABOVE

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Zain Khan  
BIDDER

CEO

TITLE

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: InterAmecia, 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.**

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Zair Khan  
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CEO

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

(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: 8/10/2016

Signed:

Print Name: Zai Khan

Title: CEO

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Zai Khan

BIDDER

CEO

TITLE

Page 4 of 4:

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

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BIDDER SIGN HERE

*[Signature]*  
BIDDER

*CEO*

TITLE



OFFICE OF THE COUNTY EXECUTIVE  
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING  
1550 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 30<sup>th</sup> 2015 - 5/3/2017  
**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. iConstituent 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

# 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 30<sup>th</sup> 2015~~ 5/3/2017  
**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. iConstituent 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.


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# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER Bid Number
	<b>COUNTY OF NASSAU</b>		Dated: Ad. Date Here
	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		BID OPENING DATE Opening Date 11:00 A.M. E.S.T.
BUYER Buyers Name		TELEPHONE Telephone Num	REQUISITION NUMBER Requisition Number

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 INVITATION 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: Address info goes here	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER
EMPLOYERS FEDERAL TAX ID NUMBER 46-0503043	

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

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 		PRINT OR TYPE NAME OF SIGNER AND TITLE ZAIN KHAN, CEO	

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 IMPOSED 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 (Fid-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. 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 are 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 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 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 in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. 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.
9. 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 Vendor 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 purchase 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 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 or Legal 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, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
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.
20. Furniture, machines, 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 guarantees: (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, assignee 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.
  - (c) 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 all permits, licenses 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 is 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 Labor 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 expenses 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 whether the same shall have been due to 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 municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered 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.
25. 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: ICONSTITUENT LLC  
Address: 600 PENN AVE SE WASHINGTON DC 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.
- 3) 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.

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

BIDDER SIGN HERE

  
BIDDER

President  
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: CONSTITUENT LLC

ADDRESS: 600 PENN AVE SE WASHINGTON DC 20003

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 CEO

ZAIN KHAN 12254 DARLINGTON AVE LA PA 90049

VICE PRESIDENT

STUART SHAPIRO 1813 WASHINGTON ST. SAN ANTONIO, FL 78203

SECRETARY

CIO GREGORY WILDEBRAND 2424 S. BAFFIN ST. SAN PEDRO, CA 90731

TREASURER

CTO JEFF GREEN 18 SUNSET AVE #5 VENICE, CA 90291

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES

IF SO WHEN?

2015, 2016

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 10

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO

IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?

CRM, EMAIL SOFTWARE & CONSTITUENT DATA

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS  
NAME

PRESENT  
POSITION

YEARS OF  
EXPERIENCE

MAGNITUDE AND  
TYPE OF WORK

IN WHAT  
CAPACITY

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
STUART SHAPIRO	President	15yr	Exec - Constituent Engagement	

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

THIS IS A 3<sup>rd</sup> YEAR RENEWAL. I WORK CLOSELY WITH ED EISENSTEIN ON ALL SOFTWARE & ENGAGEMENT PRACTICES

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

BIDDER SIGN HERE

BIDDER

TITLE



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL



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.

1. REFERENCE'S NAME: 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
2. REFERENCE'S NAME: Illinois Senate Republican Caucus  
ADDRESS: 309 State Capitol Building, Springfield, IL, 62706  
TELEPHONE: 217-782-7736  
CONTACT PERSON: Lavvone Mau  
CONTRACT DATE: July 1, 2010
3. REFERENCE'S NAME: 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.

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

BIDDER SIGN HERE

Sai Khan

BIDDER

CEO

TITLE



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.

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

BIDDER SIGN HERE

Zain Khan  
BIDDER

CEO

TITLE





OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL



(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,

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

BIDDER SIGN HERE

*Zai Khan*

BIDDER

*CEO*

TITLE



**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**

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.

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

BIDDER SIGN HERE

*Rai Khan*

BIDDER

CEO

TITLE



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL



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.

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

BIDDER SIGN HERE

*Zain Khan*

BIDDER

*CEO*

TITLE



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

**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, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, 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.

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

BIDDER SIGN HERE

*Zain Khan*

BIDDER

CEO

TITLE

REQUISITION

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

MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516) 571-2233

FAX: (516) 571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	208-44	1.00	EA	24,000.0000	24,000.00	
	INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER					
	INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER					
	1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS 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

REQUISITION

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  
MINEOLA NY 11501  
S.BARNETT/ED EISENSTEIN(1-4265)  
TEL: (516) 571-2233  
FAX: (516) 571-3918

-----  
ESTIMATED TOTAL: 150,000.00

REQUISITION

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

MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516) 571-2233

FAX: (516) 571-3918

REQUISITION

RQIT17000002 04/JAN/2017

VENDOR:

ICONSISTUENT  
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

MINEOLA

NY 11501

S. BARNETT/ED EISENSTEIN(1-4265)

TEL: (516) 571-2233

FAX: (516) 571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	208-44	1.00	EA	24,000.0000	24,000.00

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS 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
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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  
.....

STUART SHAPIRO



REQUISITION

RQIT17000002 04/JAN/2017

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

MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516)571-2233

FAX: (516)571-3918

ESTIMATED TOTAL: 150,000.00

REQUISITION

RQTT17000002 04/JAN/2017

VENDOR:

ICONSTITUENT

600 PENN AVE SE SUITE 210

WASHINGTON

DC 20003

TEL: (202) 355-9355

FAX: (202) 355-9356

REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH  
240 OLD COUNTRY ROAD

5TH FLOOR

MINEOLA

NY 11501

S. BARNETT/ED EISENSTEIN(1-4265)

TEL: (516) 571-2233

FAX: (516) 571-3918

# REQUISITION

RQIT17000064 06/APR/2017

## VENDOR:

ICONSISTUENT

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

MINEOLA

NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516)571-2233

FAX: (516)571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	208-44	1.00	EA	24,000.0000	24,000.00

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS 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 7/1/17-6/30/18

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

7/1/17-6/30/18

BILL TO: I.T. ACCOUNTS PAYABLE

240 OLD COUNTRY ROAD 6TH FL

MINEOLA, NY, 11501

REQUISITION

RQIW17000064 06/APR/2017

VENDOR:

CONSTITUENT  
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

MINTOLA NY 11501

S.BARNETT/ED EISENSTEIN(1-4265)

TEL: (516)571-2233

FAX: (516)571-3918

ESTIMATED TOTAL: 150,000.00

REQUISITION

RQIT17000064 06/APR/2017

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

MINEOLA

NY 11501

S. BARNETT/ED ELSENSTEIN(1-4285)

TEL: (516) 571-2233

FAX: (516) 571-3918

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					



iCONSTITUENT

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, 6<sup>th</sup> 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](mailto:Frank@iconstituent.com) for more information or questions.

Regards,

Frank D. Girolami  
Executive Vice President  
iConstituent, LLC.



iCONSTITUENT

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

Item		Amount
Internet/E-mail Software, MicroComputer (renewal) One year service with unlimited mails under management July 1, 2016- June 30, 2017 -Private Mail Server dedicated to Nassau County in State of New York -Private Block IP's for exclusive use -Enhanced Reputation Monitoring -Management and Support of account -New E-mail record updates to account as available -iConstituent managed cleaning and loading of private E-mail addresses into the accounts at no additional charges -All upgrades and additional features are providing at no cost -Unlimited Message Delivery		24,000.00
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	126,000.00

Questions?... [john.jackson@iconstituent.com](mailto:john.jackson@iconstituent.com)

**Amount Due** \$150,000.00

Phone #

(202) 355-9355 ext 299

Fax:

(202) 318-7773

**Payments/Credits** \$0.00

**Balance Due** \$150,000.00



Contract ID# COPB17000004-01

**E-126-17**  
Department: Probation

**Contract Details**SERVICE: PERSONALNIFS ID #: COPB17000004-01 NIFS Entry Date: 4/17/17 Term: from 10/1/16 to 9/30/17

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

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

**Agency Information**

Vendor	
Name Family and Children's Association, Inc.	Vendor ID# 113422018-01
Address 100 East Old Country Road, Mineola, New York 11501	Contact Person Jeffrey L. Reynolds, Ph.D., President & CEO
	Phone 516-746-0350 e-mail: <a href="mailto:jreynolds@familyandchildrens.org">jreynolds@familyandchildrens.org</a>

County Department	
Department Contact Dominick J. DiMaggio Jr.	
Address 400 County Seat Drive Mineola, NY 11501	
Phone 516-571-1513	

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
4/17/17	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered Yes <input checked="" type="checkbox"/>	4/25/17	[Signature]	
4/26/17	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	4/26/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/27/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/27/17	[Signature]	
4/27/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/27/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/19/17	[Signature]	

E-150-17



## Contract Summary

<b>Description:</b> Personal services contract
<p><b>Purpose:</b> 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.</p> <p>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.</p> <p>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.</p>
<p><b>Method of Procurement:</b></p> <p>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.</p>
<p><b>Procurement History:</b></p> <p>Renewal</p>
<p><b>Description of General Provisions:</b></p> <p>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.).</p> <p>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.</p> <p>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.</p> <p>The Contractor shall provide therapy to referred youths through Moral Reconnection 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.</p> <p>The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:</p> <ul style="list-style-type: none"> <li>• All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;</li> <li>• Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;</li> <li>• Services will be youth and family-focused;</li> <li>• Intervention portable – home, school and community;</li> <li>• 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;</li> <li>• Evening Hours will be available.</li> </ul>
<p><b>Impact on Funding / Price Analysis:</b></p> <p>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.</p>
<p><b>Change in Contract from Prior Procurement:</b></p> <p>Not applicable</p>
<p><b>Recommendation:</b> Approve as submitted</p>





## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	79
Resp:	PB79 DE500 X6
Object:	HSGEN1324 DE511
Transaction:	PBGEN1310 DE511

RENEWAL	
% Increase	0
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$ 90,440
Federal	\$
State	\$ 147,560
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 238,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PBGRT79X1NYS / YEAR X6 / DE500	\$ 147,560
2	HSGEN1324 / DE511	\$ 22,610
3	PBGEN1310 / DE511	\$ 67,830
4		\$
5		\$
APPROVED: <i>[Signature]</i> 7/4/27/17		\$
<b>TOTAL</b>		<b>\$ 238,000</b>

INSURANCE SECTION

Document Prepared By: Dominick J. DiMaggio Jr.Date: 4/17/2017

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name		Name	Date <i>9/13/17</i>
Date		Date	(For Office Use Only)
			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  
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. CQPB 17000004

2. Dollar amount requiring NIFA approval: \$ 238,000.00

Amount to be encumbered: \$ 238,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: 10/01/16 - 9/30/17

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

If yes, please explain: Initial Delay by state in making funds available

### 4. Funding Source:

☐ General Fund (GEN) ☒ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal %           
☐ Other State % 62  
County % 38

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

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

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

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

### 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:

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.

Losen                      DOE                      7/26/17  
Signature                      Title                      Date

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

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

\_\_\_\_\_ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

\_\_\_\_\_  
Signature                      Title                      Date

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

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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.



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

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). **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-o, the department is purchasing the services required through an inter-municipal agreement.

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

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


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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
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.***



### 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: 4/11/17

- 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 : (516) 746-0350

Does 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: 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: Affiliates with Long Island Council on Alcoholism & Drug Dependence

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 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 FCA/Nassau 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. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

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

Contact Person John Imhof, PhD. Commissioner

Address 60 Charles Lindbergh Blvd.

City/State Unlondale, New York 1153-3687

Telephone 1-516-227-8519

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

E-Mail Address John.Imhof@hhsnassaucountyny.us

Company NY State Division of Justice Services

Contact Person Maura Gagan

Address New York State Division of Criminal Justice Services-Alfred E. Smith Building- 80 South Swan Street

City/State Albany, New York 12210

Telephone 1-518-485-9922

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

E-Mail Address maura.gagan@DCJS.NY.gov

**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, 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 31<sup>st</sup> day of MARCH 2017

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH5183683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Name of submitting business: Family and Children's Association

By: Jeffrey L. Reynolds  
Jeffrey L. Reynolds  
Signature

President/CEO  
Title

3 / 31 / 2017  
Date



**JEFFREY L. REYNOLDS, Ph.D., CEAP, SAP**

**E-Mail: [Dr.JeffreyReynolds@gmail.com](mailto:Dr.JeffreyReynolds@gmail.com)**

### **Dynamic and Committed Non-Profit Executive**

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

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

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

**Recognized public affairs skills and outstanding reputation among elected officials, media professionals, corporate sponsors and community leaders.**

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

**Highest level of personal and professional integrity with a passion for challenge and commitment to exceeding all expectations and objectives.**

### **Core competencies**

**Organizational Development  
Program Evaluation  
Online/Offline Marketing  
Media Relations  
Collaborative Leadership**

**Strategic Alliances  
Change Management  
Government Relations  
Grant Management  
Public Speaking**

**Fiscal Planning & Budgeting  
Social Entrepreneurship  
Grant Proposal Writing  
Corporate Sponsorships  
Community Building**

### **Education**

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

**School of Social Welfare**

**Stony Brook University, Stony Brook, NY**

**Dissertation: Using the Trans-theoretical Model of Behavior Change to Explore Substance Use Patterns and HIV Risk Behaviors in a Suburban Sample**

**Master of Public Administration in Health Administration (1997)**

**College of Management, School of Public Service**

**Long Island University, Brookville, NY**

**Bachelor of Arts in Psychology (1988)**

**Dowling College, Oakdale, NY**

## **Professional Experience**

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

**Manhasset, NY**

**March 2008 - Present      Executive Director**

Reporting to a 23-member Board Of Directors, manage all aspects of a non-profit agency dedicated to assisting individuals and families struggling with addiction and preventing the early onset of substance abuse among young people.

- Supervise management and senior clinical staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.
- Oversee the expansion of agency services, including LICADD's chemical dependency services including SBIRT, planned family interventions, relapse prevention programs, and the adoption of Too Good for Drugs, an evidence-based K-12 substance abuse prevention intervention.
- Re-branded and presently manage LICADD's Employee Assistance Program (EAP) which serves more than 70,000 employees of labor unions, school districts, corporations and municipalities in the tri-state area.
- Wrote, won and managed a U.S. Department of Health and Services grant totaling \$300,000 for a new Mentoring Children of Incarcerated Parents grant.
- Wrote, won and managed a NYS Department of Health AIDS Institute grant to conduct an overdose prevention program and create a heroin brochure targeted at teens.
- Represent LICADD on various task forces, community workgroups and advisory boards and serve as a speaker at professional conferences, community forums and before government bodies.
- Serve as an agency spokesperson for media interviews and represent LICADD on various community task forces.
- Increased revenues from 500K/year to \$1.385M/year and increased total number of families served by 750% since 2009.

### **BlasHELP, Inc.**

**Hauppauge, NY**

**July 1997 - March 2009      Co-Founder/Chief Operating Officer**

Managed day-to-day operations of a non-profit agency dedicated to assisting victims of hate crimes, providing community-based violence prevention services and advocating for public policies to address hate crimes, youth violence, 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 liaison to all federal, state and local funders, chair site visits and prepared written/oral reports for both funding sources and BlasHELP's board of directors.
- Helped secure more than \$1 million in grants, sponsorships and contributions from corporations including Bank of America, Northrop Grumman, and Roanoke Savings Bank as well as foundations such as the Long Island Community Foundation and the Charitable Ventures Fund.

- Helped secure and manage more than \$3 million in bi-partisan government funding including a \$500,000 Congressional earmark administered by the U.S. Department of Justice, \$250,000 in NYS Senate and Assembly Member Items, and ongoing grants from the Suffolk County Office of Minority Affairs.

- Wrote, won and successfully managed a two-year SAMHSA-funded Youth Violence Coalition that brought together law enforcement officials, former gang members, school representatives, social workers, media professionals, youth and families.

- Wrote, won and managed a Communities Empowering Youth grant (\$500,000) administered by the Administration for Children and Families designed to enhance the capacity of local youth-serving faith-based and non-profit organizations.

- Wrote, won and managed a NYS Division of Criminal Justice Services (DCJS) grant to provide an evidence-based intervention to address violence among Hispanic girls at Brentwood Middle School.

- Secured international media coverage for BlasHELP after successfully convincing Yahoo and Ebay to halt auction sales of Ku Klux Klan and Nazi paraphernalia.

- Wrote and helped design agency annual reports, brochures, newsletters and other promotional materials.

**Long Island Association for AIDS Care, Inc. (LIAAC)**  
Hempstead, NY

**2007 - 2009** *Public Affairs Consultant*

Responsible for providing strategic guidance and assistance related to government affairs, resource development, public relations, strategic marketing, and communications.

- Edited annual reports, HIV prevention materials and grant applications.

- Served as a key liaison to elected officials, particularly at a state level, conducting in-district and Albany-based meetings, delivering testimony at public hearings and creating position papers.

- Conceived and executed a major marketing campaign to re-engage out-of-care HIV-positive individuals. Designed and supervised the production of bilingual television, radio, online and print Public Service Announcements and coordinated all media placements. Extended campaign with brochures, posters, a dedicated website and bus advertisements.

- Secured Hepatitis C funding from the NYS Senate, crystal methamphetamine prevention funding from the NYS Assembly and STD funding from the NYS Department of Health to advance LIAAC's continued diversification.

- Served as a conference presenter and trainer on program sustainability for SAMHSA mental health/substance abuse treatment grantees.

**1997 - 2007** *Vice President for Public Affairs*

Reporting to the President/CEO, responsibilities included: Development, oversight and implementation of annual public policy advocacy agenda; participation in various community events and on various community planning bodies; preparation and delivery of testimony before local, state and federal governmental bodies, conference presentations addressing such issues as harm reduction, confidentiality, discrimination and bioethics, outreach and education surrounding the socio-political

implications of the AIDS epidemic; media outreach to insure accurate and comprehensive news coverage of HIV-related issues; organizational planning for agency development events; preparation and submission of foundation grant applications; supervision of department staff; and editing of bimonthly agency newsletter, annual report and other agency publications.

- Led a development team responsible for the production of AIDS Walk Long Island, Chef's Secrets, a golf outing, cycling event, and other fundraisers. Negotiated sponsorships with high net worth individuals, major corporations, small businesses and media outlets.

- Directly secured more than \$5 million in new government grants, foundation grants, sponsorships and individual gifts.

- Acted as media spokesperson and secured thousands of national, regional and local media placements.

- Supervised production of all printed materials, television spots, radio ads, billboards and websites, including an online cyclist pledge system, which doubled event revenues.

- Strengthened LIAAC's influence in the public policy arena, creating white papers, spearheading grassroots advocacy activities and ultimately helping to secure passage of key pieces of legislation.

- Led qualitative and quantitative evaluation of federally funded HIV-testing program.

- Served as a key member of agency management team, engaged in strategic planning, financial forecasting and ongoing assessment of agency staff and programs.

1995 - 1997	<i>Director of Policy and Public Relations</i>
1994 - 1995	<i>Deputy Director, Public Policy and Community Development</i>
1991 - 1994	<i>Advocacy and Communications Coordinator</i>
1989 - 1991	<i>Volunteer/Client Services Liaison</i>

#### **VICTIMS INFORMATION BUREAU OF SUFFOLK COUNTY (VIBS)** Hempstead, NY

1988 - 1989      *Social Work Advocate*

Responsibilities included: Assisting and advocating for victims of domestic violence, rape, incest and sexual assault including: counseling victims in regard to their legal 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 hotline; screening and assessment of clients seeking counseling services; and a sound knowledge of the changing laws involving victim's rights.

#### **Community Activities**

2013 - Present	Member, Nassau National Adolescent Treatment Advisory Board
2013 - Present	Member, Bursarville College Business Advisory Board
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 Suffolk Advisory Board
2012 - Present	Co-Chair, Suffolk County Sober Home Oversight Board (Appointment)
2011 - Present	Member, Suffolk County Welfare to Work Commission (Appointment)
2009 - Present	Executive Committee Member, Nassau County Heroin Task Force

**1994 – Present** Vice Chair, New York State AIDS Advisory Council  
 Appointed in April 1994, reappointed March 1995, 2005, 2011 by NYS Senate Majority Leader

- Chair, Subcommittee on the NYS Budget
- Co-chair, Subcommittee on Criminal Defendant HIV Testing
- Co-chair, Subcommittee on NYS Newborn HIV Testing Regulations
- Co-chair, Ad Hoc Subcommittee on HIV/AIDS and Welfare Reform
- Member, Subcommittee on Harm Reduction
- Member, Subcommittee on HIV/AIDS Surveillance/Partner Notification
- Member, NYS Evaluation Committee, Expanded Syringe Access Program (ESAP)
- 2010 – 2012** Chair, Suffolk County Heroin/Opiate Advisory Panel (Appointment)
- 2009 – 2012** Board Member, Long Island Raceway Association
- 2007 – 2012** Assistant Clinical Professor, Stony Brook University
- 2007 – 2012** Conference/Conference Presenter, Meeting Consulting for SAHIBA
- 1997 – 2005** Member, Huntington Town Anti-Guns Task Force
- 1993 – 1995** Member, Suffolk County Anti-Guns Summit
- 1992 – 1995** Member, NYS AIDS Housing Advisory Committee
- 1992 – 1998** Board Member, New Yorkers for Accessible Health Coverage
- 1992 – 1997** Board Member, Policy Advisory Committee, MS Ryan White Network
- 1991 – 1995** Board Member, LI Coalition for a National Health Plan
- 1987 – 1997** Board Member, Suffolk Chapter, New York Civil Liberties Union
- Board Chair, 1992-1995**
- 1990 – 1995** Member, Catholic Charities Coalition for People with Disabilities
- 1992 – 1994** Board Member, New York AIDS Coalition (NYAC)
- 1991 – 1994** Member, Steering Committee, Center for Prejudice Reduction

#### **Honors and Awards**

- 2013** Times of Smithtown Man of the Year
- 2013** Caron Treatment Centers Distinguished Professional Award
- 2012** Long Island Press Power List
- 2012** Simple Hope Foundation Community Leadership Award
- 2011** Long Island Press Power List
- 2010** Long Island Press Power List
- 2000** Long Island University, College of Management – Outstanding Alumnus Award
- 1999** Long Island Press Club Award for Business Reporting
- 1998** New York AIDS Coalition Advocacy Award

#### **Major Presentations**

Invited to testify on numerous occasions before the Nassau and Suffolk County legislatures on and other governmental bodies including: the NYS Senate Task 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 teaching courses on public health interventions and ethics at Stony Brook University, Guest lecturer at Adelphi University, Long Island University, Hofstra University and a variety of other educational institutions. Conducted leadership trainings for the New York AIDS Coalition, the Huntington Chamber Foundation, the Nassau County Police Department, and the Town of North Hempstead. Conducted more than 500 trainings on public health, addiction and parenting for school districts, community groups and corporations. Presented 19 formal papers at professional/academic conferences, including the federal Centers for Disease Control's Health Communications Conference in 2011 and the Employee Assistance Professionals Association World Conference in 2013.

### **Publications**

Authored more than 300 news and op-ed articles that have appeared in a wide variety of publications including: *Newday*, *The Long Island Press* and *Long Island Business News*. Author of *Reclaiming Lost Voices: Children Orphaned by HIV/AIDS in Suburbia* (Huntington Station, New York: LIAAC 1998); "To Tell or Not to Tell: Disclosing Your HIV Status" in *Positive Options: A Handbook for People Living with HIV* ed. K. Timour (New York: Body Positive 1995); *Mastering the Maze: A Consumer's Guide to HIV/AIDS and Welfare Reform* (Huntington Station, New York: LIAAC 1996); *Sacrificing Science and Sensibility: How Squeamishness over Syringes is Stalling Public Health Efforts on Long Island* (Huntington Station, New York: LIAAC 1999)

### **Interviews**

Consistently used as an expert source of substance abuse, addiction, HIV/AIDS and human/civil rights information in a wide variety of local and national radio, television, and print outlets including: CNN, Bloomberg.com, MSNBC, CBS Evening News, News 12, *Newday*, *The New York Times*, *Wall Street Journal*, *Daily News*, *Eyewitness News*, *USA Today*, and *National Public Radio*. Profiled in *Newday* cover story on White House Conference on AIDS (Pine from Suburbs at White House, December 8, 1995). Interviews total more than 1500 in over 250 local, national and international media outlets.

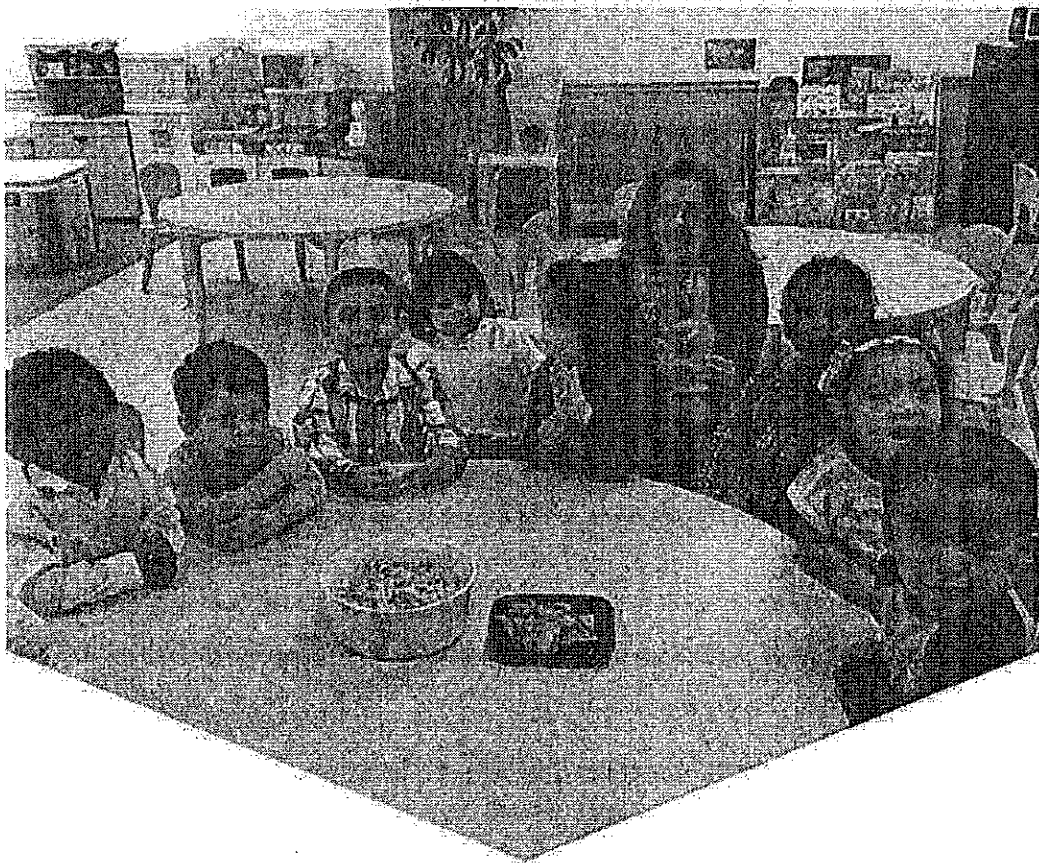
### **Additional Credentials/Certifications**

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 Suffolk (1989)



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**PROVIDING HELP & HOPE**



**2015 ANNUAL REPORT**



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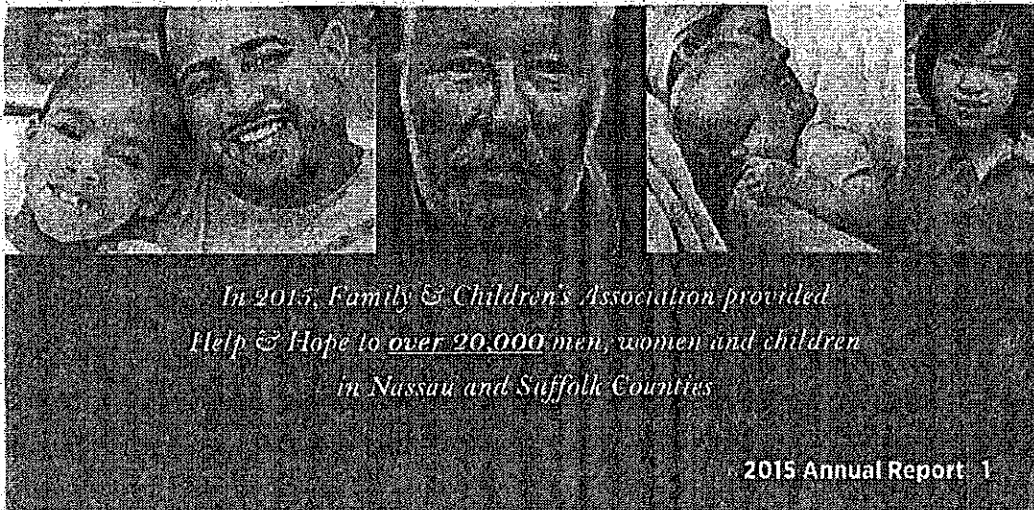
\*As of June 13, 2016





## 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,



A handwritten signature in black ink, appearing to read "J. Reynolds".

Jeffrey Reynolds, PhD  
President/CEO



A handwritten signature in black ink, appearing to read "Drew Crowley".

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 Saladiño, 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 tied 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.

**In 2015 FCA helped over 20,000 people, enough to fill Carnegie Hall 5 1/2 times!**



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 giving birth to my third child, my joy quickly turned to fear when I was told that my new baby would require multiple surgeries to correct a birth defect... Thankfully, the Nursery Co-op was there to care for my toddlers while I went back and forth 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 while my husband went to work and I navigated the frightening world of medicine. I'm happy to report that our baby had several surgeries and is doing much better. I don't know where we would be if it weren't for your help and support."*



*FCA's Preventive Services Division provides safety-net programs to children and families who are at risk, homeless or struggling with a host of difficulties including substance use disorder, mental health trauma, domestic violence or chronic poverty. As change agents, the staff of FCA empower our youth and families in their decision making abilities and help them develop the skills needed to live independently, often breaking multigenerational cycles 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 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 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 program.



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.



### Selected Preventive Division Services by Location:

- Successfully kept 99% of the families served in our Family Ties and Family Support program intact.
- SNUG saw a 60% reduction in shooting incidents over the course of the year.
- 100% of the youth served at Walkabout acquired the skills needed to live independently.
- 76% of our Project Independence youth showed an improvement in independent living skills.



*In 2015, FCA's Behavioral Health Division helped nearly 2,000 people cope with a variety of issues, including substance use disorders, homelessness, and psychiatric disorders. Each member of the Behavioral Health Division has received specialized training in dealing with the specific problems faced by people of all ages living with these devastating challenges.*

## 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 nurturing 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 clients 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, 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.



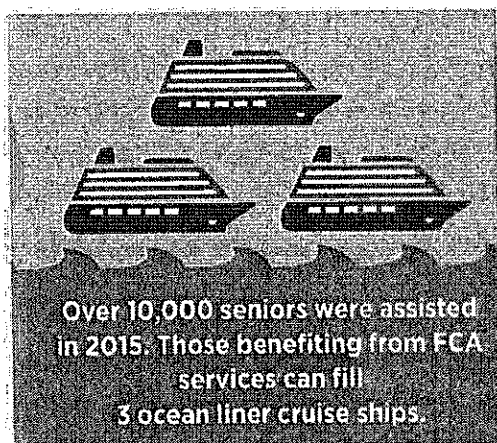
#### Select Behavioral Health Division Outcomes

- Successfully kept 100% of the residents served at West Nassau out of expensive institutional care.
- 96% of our PINS Diversion clients were successfully diverted from family court involvement and out-of-home placement.
- 100% of our Family Center children remained at home with their families upon discharge from the program.
- 87% of the youth in our Lakeview community acquired the skills needed to improve their communication and ability to interact positively with others.

*The services FCA provides allow seniors to live independently and safely in their homes. The funding associated with these programs represents a fraction of the cost of providing 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.

**Ombudservice** - engages trained volunteers who work as resident advocates for seniors living in nursing, adult and assisted living homes.

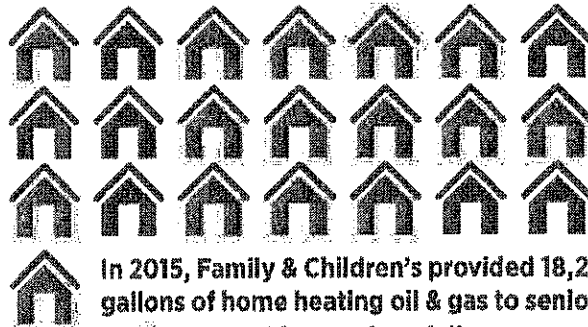
**SAFE and HEAP** - provide heating fuel to low-income seniors.

**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](http://www.ohill.org/oilheatinfo.php)



#### Select Senior Division Outcomes:

- 98% of seniors served in our case management program were able to remain in their homes.
- Senior Financial Services provided 565 seniors with financial assistance, guidance and advocacy to help resolve debt, mortgage and tax crises.
- Over 600 hours of socialization were provided to the elderly by FCA's Friendly Visitor volunteers.



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

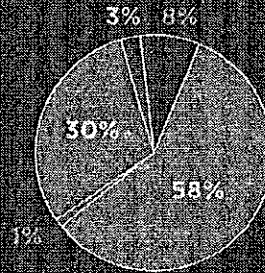
*"Just wanted to let you know I contacted your office several months ago for help with my father. My sister and I were very overwhelmed with trying to help him. We contacted Eileen and she was a wonderful help to us. She pointed us in the right direction when we were totally lost on what to do. She was very knowledgeable and really helped us a lot. She checked 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 2015



FISCAL YEAR ENDING

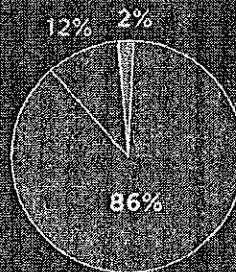
2015

INCOME	
<input type="checkbox"/> Contributions	\$ 1,660,401.00
<input type="checkbox"/> Government	\$ 11,312,199.00
<input type="checkbox"/> Investment	\$ 105,843.00
<input type="checkbox"/> Medicaid/Medicare	\$ 5,846,152.00
<input type="checkbox"/> Fees/Other Income	\$ 662,218.00
<b>Grand Total</b>	<b>\$ 19,586,813.00</b>

## EXPENSES

<input type="checkbox"/> Program Services	\$ 17,164,791.00
<input type="checkbox"/> Management & General	\$ 2,429,201.00
<input type="checkbox"/> Fundraising Services	\$ 439,341.00
<b>Total Expenses</b>	<b>\$20,033,333.00</b>
<b>Net Income</b>	<b>\$ (446,520.00)</b>

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  
William Stamps Farish Fund

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BNY Mellon Community Partnership  
BNY Mellon Wealth Mgmt.  
Capital One Bank  
Citi  
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Knapp Swezey Foundation Inc.  
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Long Island Frozen Storage

Meadowbrook Women's Initiative  
MSC Industrial Supply Co.  
Network Outsource  
North Hempstead Women's Golf Association  
NY Community Bank Foundation  
Mr. Joseph Pateljaro  
Peter Ruhry Keys to Hope Foundation  
PSEG Long Island LLC  
Mr. Joseph Schull  
Anonymous Donor  
Mr. & Mrs. Charles M. Strain  
Mr. & Mrs. Scott R. Treiber  
The Warburg Pincus Foundation  
Mr. Ken Wessel



### \$5,000 TO \$9,999

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 Mr. Kenneth Farrell  
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 Mr. & Mrs. Don Holden  
 Knockout Pest Control Inc.  
 Manhasset Community Fund

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 Railworks  
 Securities Consultants LLC  
 Mr. Robert Schwerdel  
 Mr. William R. Siegel  
 Signature Bank  
 Star America Group  
 Thomasarts Holding Inc.

### \$1,000 TO \$4,999

Mr. & Mrs. Donald Abrams  
 Accuhealth Management Group Inc.  
 Al & Peggy Demattels Family Foundation  
 Mr. & Mrs. James Anziano  
 Astoria Bank  
 Bahnik Foundation Inc.  
 BankUnited  
 Ms. Jayne Blasi  
 Mr. Richard Bobbe  
 Bond, Schoeneck & King  
 Mr. & Mrs. Michael Brennan  
 Bridge & Tunnel Officers Benevolent Association  
 Mr. & Mrs. Gerald Briemaler  
 Business Dynamics  
 Mr. & Mrs. Gerald Calder  
 Carr Business Systems  
 Dr. & Mrs. John & Cerrato  
 Mrs. Thomas H. Choate  
 City Employees Local 237  
 Clara & Kurt Hellmuth Foundation

Ms. Nancy Cohan  
 Cohn Reznick  
 Congregational Church of Manhasset  
 Denise Conway  
 Correction Officers Benevolent Association  
 Mr. & Mrs. Drew S. Crowley  
 Mrs. Mary Ann Crowley  
 Cypress Foundation  
 Dr. & Mrs. Robert Decker  
 DEKAL Service Inc.  
 Detectives Endowment Association  
 Mr. & Mrs. William Edwards  
 E-J Electric Installation Co.  
 Empire Blue Cross Blue Shield  
 Mr. & Mrs. George W. Frank  
 GAP Foundation  
 Garden City Community Church  
 General Contractors Association  
 Mr. Harry Goldfeier  
 Ms. Jacqueline Goode





## Honor Roll of Giving : \$500 TO \$4,999

Mrs. Phoebe Goodman  
 Gould, Kobrick & Schiapp  
 Mr. Daniel Griesmeyer  
 Haddad Apparel Group  
 Mrs. Fran Harnett  
 Harry Wagner, P.C.  
 Holiday Inn Westbury  
 Mr. John J. Holloway  
 Mrs. Theodora Hoolon  
 Ms. Joni Howe  
 Mr. & Mrs. Louis L. Hoynes  
 Mr. Steven Isaacs  
 Jacob Marley Foundation  
 James J. Colt Foundation  
 Mr. & Mrs. John Jeffrey  
 Mr. Gerard Jones  
 Judith C. White Foundation, Inc.  
 Mr. & Mrs. Bernard D. Kennedy  
 Mr. & Mrs. Bernie Kennedy  
 Kohl's Department Stores  
 Kreisberg & Maitland, LLP  
 Mrs. Hope Lapsley  
 Ms. Sandra Leary  
 Ms. Natalie Leavy  
 Mr. & Mrs. Louis Levinson  
 Liberty Mutual Group Inc.  
 LICADD  
 Lions Club of Mineola  
 Lloyd Staffing  
 Local 342 LI Public Serv. Employees  
 Mr. Neil MacDonald  
 Maine Community Foundation  
 Ms. Suriya Mastroberti  
 Scott Matalon  
 Meltzer Lippe Goldstein & Breitstone, LLP  
 Mr. Melvin Miller  
 Mr. Michael Monahan  
 Morgan Stanley Wealth Management

N.C. Police Benevolent Assoc.  
 N.O.I.T.U.  
 New York State Court Clerks Association  
 NYS Court Officers Association  
 NYS Supreme Court Officers Association  
 NYS Troopers PBA Signal 30 Benefit Fund  
 Mr. William B. O'Connor  
 Mrs. Deborah Olson  
 Palmer Walker Foundation  
 Ms. Kathryn Payne  
 Mr. Jeffrey Periman  
 Prevent Child Abuse New York  
 Mr. & Mrs. Gregory Prime  
 Mr. & Mrs. Michael Prounis  
 Ms. Patricia Pryor-Bonica  
 Mr. Gregory Reider  
 Dr. & Mrs. Jeffrey Reynolds  
 Mr. & Mrs. Brian Ritchie  
 Annette Rodriguez-Ferrer  
 Mr. & Mrs. Steven Roth  
 John Rowan  
 Sanitation Officers Assoc.  
 Ms. Christine Santangelo  
 Mr. & Mrs. Steve Schneider  
 Mr. Joseph Schumm  
 Sergeants Benevolent Association  
 SKANSKA USA Civil  
 Ms. Delores Smalls  
 Mr. Brian Spillane  
 St. Joseph's College  
 Mr. Jeffrey Stein  
 Sun Auto Group of Wanlagh  
 Mr. Biddanda Thimmaya  
 Mr. William Thornton  
 Mr. & Mrs. H. Craig Treiber  
 Mr. & Mrs. John H. Treiber  
 TRS Associates, Inc.  
 Mrs. Jane Tucker



UFCW Local 1500  
 United Service Workers (UJAT)  
 M. Somil Varma  
 Mary Ann Vassallo

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

#### \$500 TO \$999

Arrow Transfer & Storage Inc.  
 Assistant Deputy Wardens Assoc.  
 Central Mechanical Systems Inc.  
 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  
 Mr. & Mrs. Joseph F. D'Angelo  
 Mr. Louis P. DiCerbo  
 Dr. & Mrs. Richard Dina  
 Mr. & Mrs. Charles F. Dojan  
 Mr. & Mrs. Donald Dunphy  
 Mr. & Mrs. Martin Feinberg  
 Cheryl Felice  
 Carlos Ferrera  
 Mrs. Maria Ferriggi  
 Gemma Auto Service Corp.  
 Mr. Danny Haffel  
 Ms. Arleen Hanichka  
 Henry Luce Foundation Inc.  
 Ms. Joan Hollander  
 Mrs. Margaret Hromada  
 Jack Gayson Plumbing & Heating  
 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. Phillip 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 Zima

## 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. Daryl Altman  
Amalgamated 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  
BNJ Accountable Pro's  
Bradley & Parker  
Ms. Mary Patricia Breen  
Ms. Laura Buquicchio  
Ms. 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. Margaret Christy

Ms. Angelica Cintron  
Dr. Pamela Clark  
Ms. Lena Cobia  
Ms. Anne Codey  
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'Abreu  
Dahab Associates  
Mr. John Daley  
Mr. & Mrs. Anthony D'Auria  
Mrs. Kathy Derosa  
Ms. Jennifer Desena  
Ms. Rosanne Dispirito  
Mr. Gregg Dluginsky  
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 Florentino  
Mr. Michael Garner  
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 Hall  
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  
Hubbinetta-Cowell Associates  
Huntington Business  
Products Centre  
Mr. & Mrs. Gerald Hustick  
Insurance Licensing Institute  
Jantech Industries  
Mrs. Donna Johnson  
Mr. & Mrs. Percival Jones  
Ms. Bernadette Kasnicki  
Mr. Jason Katz  
Carol Keating  
Ms. Donna Keating  
Ms. Maureen Kelly  
Ms. Jean Kiley  
Mr. Ronald Klsner  
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

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 Mutton  
 Mr. Gerald Murchison  
 Mr. Kevin Muskatt  
 Mr. & Mrs. John S. Navratil  
 Mrs. Anne Neelson  
 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 Papaportoliou  
 Mr. Michael Patten  
 Daphne Patterson

Mr. David Penn  
 Mr. Brian Pepper  
 PepsiCo  
 Mr. James Pezzella  
 Mr. & Mrs. Sean Phillips  
 Phillips Brokerage of Bayside  
 Mr. Jason Piccola  
 Ms. Jackie Pierangelo  
 Mr. & Mrs. Allen Pisani  
 Pitta & Giblin  
 Mrs. Mary L. Polak  
 Ms. Sandra 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 Sicari  
 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 Laurellon  
     Lodge Foundation  
 Sunset Sales Inc.  
 Mr. Marc Suntup  
 Superior Officers Association  
 Ms. Donna Telchner  
 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

### SENIOR SERVICES

- Senior Financial Counseling
- HIICAP (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

*"I started attending Project Independence meetings and became involved in all the activities that you had to offer. The counselors enhanced my life by letting me know that I was worthy of love and support. They encouraged me to take advantage of every opportunity that was open to me and to give myself the chance to succeed. I attended meetings and parties and was even invited to speak at your Thanksgiving Ball in an effort to coax me out of my shell. "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](http://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.



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 requested a letter from me detailing our rationale 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 is 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

MC

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





## 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 Drew Crowley  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 1/1/12 Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO X  
If Yes, provide details.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.

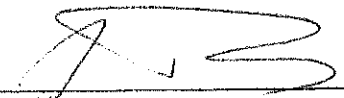
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

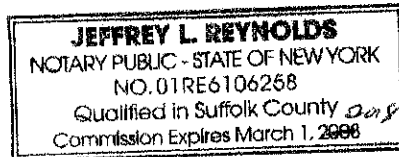
**CERTIFICATION**

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

I, Open Crawley, 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.

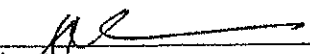
Sworn to before me this 15<sup>th</sup> day of March 2017

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



Family and Childrens Assoc.  
Name of submitting business

Open Crawley  
Print name

  
\_\_\_\_\_  
Signature

Chairman of Board  
Title

3 / 13 / 17  
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 H. Richard Grafer  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) None  
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?  
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. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒   
 If Yes, provide details.

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

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

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

**CERTIFICATION**

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

I, 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 30th day of August 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8163683  
Qualified in Nassau County  
Commission Expires April 2, 2017

Family and Children's Association  
Name of submitting business

H. Richard Grafer  
Print name  
H. Richard Grafer  
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 PATRICIA <sup>Pryor</sup> BONICA  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 01/01/2010 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.

Long Island Council Drug and Alcohol Board Officer  
President & CEO of Pryor Associates

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

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

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

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

**CERTIFICATION**

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

Patricia Pryor Bonica 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<sup>th</sup> day of August 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

PATRICIA PRYOR - BONICA  
Print name

Patricia Pryor-Bonica  
Signature

Past Chair  
Title

08 / 27 / 2016  
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 [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
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. 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. N/A

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:

- N/A
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

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

**CERTIFICATION**

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

I, JUDY SANFORD 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<sup>st</sup> day of August 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

FAMILY AND CHILDREN'S ASSOCIATION  
Name of submitting business

JUDY SANFORD GUISE  
Print name

Judy Sanford Guise  
Signature

Secretary  
Title

08/31/2016  
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 ROBERT SCHWERDEL  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 01/01/11  
Chairman of Board   /  /   Shareholder   /  /    
Chief Exec. Officer   /  /   Secretary   /  /    
Chief Financial Officer   /  /   Partner   /  /    
Vice President   /  /    
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_ NO ✓  
If Yes, provide details:

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

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

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

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

**CERTIFICATION**

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

I, ROBERT SCHWERDEL, 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 29<sup>th</sup> day of August 2016

Sherrie L. Amaya  
Notary Public

SHERRIE L. AMAYA  
Notary Public, State of New York  
No. 4958384  
Qualified in Nassau County  
Commission Expires November 8, 2017

Family and Children's Association  
Name of submitting business

ROBERT SCHWERDEL  
Print name

[Signature]  
Signature

TREASURER  
Title

8, 29, 2016  
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 Jeffrey L. Reynolds  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Road  
City/state/zip Mineola, New York 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 07 / 07 / 2014 Treasurer \_\_\_\_\_  
Chairman 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 \_\_\_\_\_; If Yes, provide details. EXECUTIVE DIRECTOR OF LICADD

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 ATTACHMENT

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

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

# Principal Questionnaire Form Question #6 DETAILS

Grant Listing			
Grantor	Contract Number	Contract Term	Amount
Suffolk Cty. Dept. Of Health - Project Hope	UHP2 JML1	01/01/12 To 12/31/14	\$35,000 annually
NYS Division Of Criminal Services	T139889 Proj. ID LG13-1177-D00 DCJS LG13139889	07/01/13 To 06/30/14	\$ 15,000
NYS Division Of Criminal Services	T139890 Proj. ID LG13-1178-D00 DCJS LG13139890	07/01/13 To 06/30/14	\$ 50,000
NYS Division Of Criminal Services	T139937 Proj. ID LG13-1228-D00 DCJS LG13139937	10/01/13 To 12/31/14	\$ 25,000
NYS Division Of Criminal Services	T637095 Proj. ID BJ12-1043-D00 DCJS BJ11637095	4/1/12 To 6/30/12	\$ 35,000
NYS Division Of Criminal Services	T632660 Proj. ID BJ12-1062-D00 DCJS BJ12632660	7/1/12-6/30/13	\$ 15,000
New York State Office of Alcoholism and Substance Abuse Services	TM51208 Business Unit/Dept ID OAS01/3670000	7/1/13 to 6/30/14	\$ 20,000

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



**CERTIFICATION**

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

I, 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 31<sup>ST</sup> day of MARCH 2017

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Jeffrey L. Reynolds  
Print name

[Signature]  
Signature

President/CEO  
Title

3 / 31 / 2017  
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 Lisa Burch  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 E. old country Rd.  
City/state/zip Mineola, 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 \_\_\_\_/\_\_\_\_/\_\_\_\_  
Coo | Vice President 5/26/15 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(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 questionnaire? YES ☒ NO \_\_\_\_  
If Yes, provide details.

Current - President, Temple Am-Echad, South Shore Reform  
Congregation  
7/1/13 - 6/30/15 1st VP, Temple Am-Echad  
South Shore Reform Congregation

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

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

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

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

**CERTIFICATION**

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I, Lisa Burch, 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<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8163883  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

LISA Burch  
Print name

[Signature]  
Signature

VP/COO  
Title

9, 8, 16  
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 Mary Ann Vassallo  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Road  
City/state/zip Mineola, 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 02 / 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 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.

Board - Treasurer, Hands Across Long Island (HALI)  
Brightside Ave  
Central Islip, NY 11722  
1980's

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. *NYS office of mental Health, US HUD*

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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



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

**CERTIFICATION**

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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<sup>th</sup> day of September 2014

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2014

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2014

Family and Children's Association  
Name of submitting business

Mary Ann Vassallo  
Print name

Mary Ann Vassallo  
Signature

Vice President and CFO  
Title

9 / 19 / 2016  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name DONALD E. HOLDEN  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 EAST OLD COUNTRY ROAD  
City/state/zip MINEOLA, N.Y. 11501  
Telephone 516 767-2097  
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. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
If Yes, provide details.

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

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

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

**CERTIFICATION**

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

I, DONALD E. HOLDEN, 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<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

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

FAMILY & CHILDREN'S ASSOCIATION  
Name of submitting business

DONALD E. HOLDEN

Print name

Donald E. Holden

Signature

Vice President of Development  
Title

9, 8, 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 Jane C. Tuxer  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Rd.  
City/state/zip Mineola, 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 ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

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

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

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



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

**CERTIFICATION**

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

I, Jane C. Tucker, 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<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Jane C. Tucker  
Print name

Jane C. Tucker  
Signature

VP & Chief Human Resources Officer  
Title

9, 8, 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 Nancy Cohan  
Date of birth 10/15/1972  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) NA  
City/state/zip NA  
Telephone NA  
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 x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO x ;  
If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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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<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Nancy Cohan  
Print name

[Signature]  
Signature

Vice President  
Title

9, 8, 16  
Date

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 Co ☐ Closely 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

None

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

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

None



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


None

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

None

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

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

Dated: 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.

# BOARD OF TRUSTEES

Title First Name	Last Name	State	Home Address	Home Town	Home	Officer Title
Mr. Donald	Abrams	NY				
Mr. Adam	Blank	NY				
Mr. Peter J.	Bogan	NY				
Mr. Daniel	Brown	NY				
Mr. Rich	Cavallaro	NY				
Ms. Rosanne	Cavallaro	NY				
Dr. John	Cerrato	NY				
Mr. Drew	Crowley	NY				Board of Trustees, Chairman
Mr. David	Landau	NY				
Mr. H. Richard	Grafer	NY				Board of Trustees, Vice Chairman
Mr. Daniel	Griesmeyer	NY				
Ms. Judy Sandford	Guise	NY				Board of Trustees, Secretary
Mr. Michael	Monahan	NY				
Ms. Dorothy	Jacobs	NY				
Mrs. Angela	Jaggar	NY				
Mr. Bernard	Kennedy	NY				
Mrs. Hope	Lapsley	NY				
Ms. Donna	Lewis	NY				
Mr. David	Lyons	NY				
Mr. Gerard	Jones	NY				
Mr. Joseph	Patellaro	NJ				
Ms. Patricia	Pryor Bonica	NY				
Mr. Scott	Treiber	NY				
Ms. Delores	Smalls	NY				
Mr. Charles	Strain	NY				
Mr. Robert	Schwerdel	NY				Board of Trustees, Treasurer
Mr. William	Thornton	NY				
Mr. Charles	Trunz III	NY				
Mr. Wayne	Wink, Esq.	NY				
Mr. Jeffrey	Reynolds	NY				FCA President/CEO
Ms. Mary Ann	Vassallo	NY				FCA Chief Financial Officer
Mr. Donald	Holden	NY				FCA Chief Development Officer
Ms. Lisa	Burch	NY				FCA Chief Operating Officer





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO.

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

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

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

Dated:

3/3/2017

Vendor: Family and Children's Association

Signed:

A handwritten signature in black ink, appearing to read "Jeffrey L. Reynolds", is written over a horizontal line.

Print Name: Jeffrey L. Reynolds

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):

None

3. 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

THIS AGREEMENT, dated as of April, 11, 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 Probation, having its principal office at 400 County Seat Drive, Mineola, NY 11501 (the "Department"), and (ii) the Family and Children's Association, Inc. a Not-for-profit corporation, having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

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

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. Term. This Agreement shall commence on October 1, 2016 and terminate on September 30, 2017.

2. Services. 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



appropriateness for release from detention and referral via Intake to the STSJ 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 Reconciliation 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 Reconciliation 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 STSJ 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 Reconciliation 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) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon:

(i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that:

(a) states with reasonable specificity the services provided and the payment requested as consideration for such services,

(b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and

(c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and

(ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").



(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(e) Payments in Connection with Termination or Notice of Termination.

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 its 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) Fund Administration. 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) Purchases – Equipment. Title to equipment costing 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 this paragraph.





4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information, and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. 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. 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.

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:

(i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,

(ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,



(iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and

(iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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





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

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

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

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

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

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

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



16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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. 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.

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.

By:   
Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
Title: President/CEO  
Date: April 11, 2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK





)§§.1

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.

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

Mary A. Chis

)ss.:

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 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.



(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



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 York 11501 (Address)  
516-746-0350 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action 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.

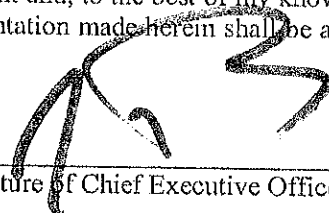
The matters have been settled with all parties and are deemed closed.

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

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

April 11, 2017

Dated

  
Signature of Chief Executive Officer

Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
Name of Chief Executive Officer

Sworn to before me this

11<sup>th</sup> day of April, 2017.

Mary A. Ch...  
Notary Public

Appendix L - Revised December 2007





**RESOLUTION TO THE CORPORATE MINUTES**

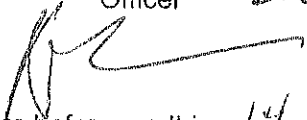
The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Family and Children's Assoc. has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Jeffrey L. Reynolds, President/CEO  
Name Corporate title

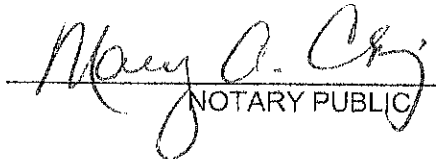
of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of 10/1/2016 through 9/30/2017.



Officer Drew Crowley, Board Chair



Sworn to before me this 14  
day of April 2017

  
NOTARY PUBLIC

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



**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**

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



**Rent/Utilities**

Utilities	1904.00
Telephone/Cable/Cell Phones	1219.00
Program Rent	0.00
Cell Phones	0.00
<b>Total</b>	<b>3,123.00</b>

**Other Costs**

Equipment Rental	
R/M Building	2479.00
R/M Equipment	164.00
Client Activities	3048.00
Client Relief	759.00
Respite Food	1162.00
Insurance	1730.00
Books and Publications	1000.00
Employee Training/ Recruitment	2225.00
Licenses & Permits	33.00
Conference/Hotel/Travel	1485.00
NGCRC Gang Conference	
<b>Total</b>	<b>14,085.00</b>

**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 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 or agency.

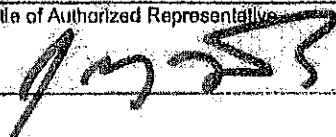
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey L. Reynolds - President/CEO

5/3/2016

Name and Title of Authorized Representative

Signature



m/d/yy

3/31/2017

Date

Family and Children's Association

Name of Organization

100 East Old Country Road, Mineola New York 11501

Address of Organization

#### 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 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 voluntarily 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 ID# CQPB17000003-01**E-127-17**Department: probation**Contract Details**SERVICE: PERSONALNIFS ID # : CQPB17000003-01 NIFS Entry Date: 4/17/17 Term: from 4/1/16 to 9/30/16

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

**Agency Information**

Vendor	
Name Family and Children's Association, Inc.	Vendor ID# 113422018-01
Address 100 East Old Country Road, Mineola, New York 11501	Contact Person Jeffrey L. Reynolds, Ph.D., President & CEO
	Phone 516-746-0350 e-mail: <a href="mailto:jreynolds@familyandchildrens.org">jreynolds@familyandchildrens.org</a>

County Department
Department Contact Dominick J. DiMaggio Jr.
Address 400 County Seat Drive Mineola, NY 11501
Phone 516-571-1513

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
4/17/17	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered Yes <input checked="" type="checkbox"/>	4/25/17	J. Pluckus	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	4/26/17	RP	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/27/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/27/17	E. Uniola	
4/27/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/29/17	AB	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/3/17	E. Uniola	

41-0573



## Contract Summary

<b>Description:</b> Personal services contract
<p><b>Purpose:</b> 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.</p> <p>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.</p> <p>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.</p>
<p><b>Method of Procurement:</b></p> <p>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.</p>
<p><b>Procurement History:</b></p> <p>Renewal</p>
<p><b>Description of General Provisions:</b></p> <p>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.).</p> <p>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.</p> <p>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.</p> <p>The Contractor shall provide therapy to referred youths through Moral Reconciliation 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.</p> <p>The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:</p> <ul style="list-style-type: none"> <li>• All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;</li> <li>• Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;</li> <li>• Services will be youth and family-focused;</li> <li>• Intervention portable – home, school and community;</li> <li>• 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;</li> <li>• Evening Hours will be available.</li> </ul>
<p><b>Impact on Funding / Price Analysis:</b></p> <p>Program is 62% funded by the New York State Office of Children and Family Services and 38% Local share by Human Services.</p>
<p><b>Change in Contract from Prior Procurement:</b></p> <p>Not applicable</p>
<p><b>Recommendation:</b> Approve as submitted</p>





## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	79
Resp:	PB79 DE500 X6
Object:	HSGEN1324 DE511
Transaction:	

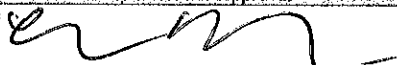
RENEWAL	
% Increase	0
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$ 45,220
Federal	\$
State	\$ 73,780
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 119,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PBGR79XINYS/ X6 / DE500	\$ 73,780
2	HSGEN1324 / DE511	\$ 45,220
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 119,000</b>

Document Prepared By: Dominick J. DiMaggio Jr.

4/18/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 9/13/17
Date	Date	(For Office Use Only)
		E #:



RULES RESOLUTION NO.    – 2017

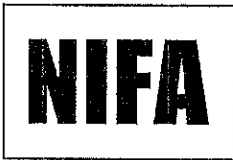
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF PROBATION AND FAMILY & CHILDREN'S  
ASSOCIATION, INC.

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.

CQ PB 17000003

2. Dollar amount requiring NIFA approval: \$ 119,000.00

Amount to be encumbered: \$ 119,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: 04/01/16 - 9/30/16

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

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

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

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

### 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:

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.

W. D. Allen 4/26/17  
Signature Title Date

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

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

\_\_\_\_ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

\_\_\_\_\_  
Signature Title Date

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

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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.**



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

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). **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-o, the department is purchasing the services required through an inter-municipal agreement.

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

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


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

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

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

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

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



Department Head Signature

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. 09/15*





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated:

4/11/2017

Vendor: Family and Children's Association

Signed:

A handwritten signature in black ink, appearing to read "Jeffrey L. Reynolds", is written over a horizontal line.

Print Name: Jeffrey L. Reynolds

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

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

None

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

None

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

None

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

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

None

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

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

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

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

Dated: 4/11/2017

Signed:

Print Name:

Title:

  
Jeffrey L. Reynolds

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.





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 requested a letter from me detailing our rationale 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 is 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

MC

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



## 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 Jeffrey L. Reynolds  
Date of birth                       
Home address                       
City/state/zip                       
Business address 100 East Old Country Road  
City/state/zip Mineola, New York 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 07 / 07 / 2014 Treasurer                       
Chairman 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       ;  
If Yes, provide details. EXECUTIVE DIRECTOR OF LICADD

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 ATTACHMENT

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

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

# Principal Questionnaire Form Question #6 DETAILS

Grant Listing			
Grantor	Contract Number	Contract Term	Amount
Suffolk Cty. Dept. Of Health - Project Hope	UNHP2 JML1	01/01/12 To 12/31/14	\$35,000 annually
NYS Division Of Criminal Services	T139889 Proj. ID LG13-1177-D00 DCJS LG13139889	07/01/13 To 06/30/14	\$ 15,000
NYS Division Of Criminal Services	T139890 Proj. ID LG13-1178-D00 DCJS LG13139890	07/01/13 To 06/30/14	\$ 50,000
NYS Division Of Criminal Services	T139937 Proj. ID LG13-1228-D00 DCJS LG13139937	10/01/13 To 12/31/14	\$ 25,000
NYS Division Of Criminal Services	T637095 Proj. ID BJ12-1043-D00 DCJS BJ11637095	4/1/12 To 6/30/12	\$ 35,000
NYS Division Of Criminal Services	T632660 Proj. ID BJ12-1062-D00 DCJS BJ12632660	7/1/12-6/30/13	\$ 15,000
New York State Office of Alcoholism and Substance Abuse Services	TM51208 Business Unit/Dept ID OAS01/3670000	7/1/13 to 6/30/14	\$ 20,000

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

**CERTIFICATION**

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

I, 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 11<sup>th</sup> day of April 2017

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Jeffrey L. Reynolds  
Print name

[Signature]  
Signature

President/CEO  
Title

4, 11, 2017  
Date

THE  
JOURNAL  
OF  
THE  
ROYAL  
ANTHROPOLOGICAL  
INSTITUTE  
OF GREAT  
BRITAIN  
AND IRELAND  
PART I  
1907



## 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 Lisa Burch  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 E. old country Rd.  
City/state/zip Mineola, 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 \_\_\_/\_\_\_/\_\_\_  
Coo Vice President 5/26/15 \_\_\_/\_\_\_/\_\_\_  
(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 questionnaire? YES ☒ NO \_\_\_  
If Yes, provide details.

Current - President, Temple Am-Echad, South Shore Reform  
Congregation  
7/1/13-6/30/15 1st VP, Temple Am-Echad  
South Shore Reform Congregation

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

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

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

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

**CERTIFICATION**

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

I, Lisa Burch, 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<sup>th</sup> day of September 2010

Mary A. Chiz  
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

LISA Burch  
Print name

[Signature]  
Signature

VP/COO  
Title

9.8.10  
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 Mary Ann Vassallo  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Road  
City/state/zip Mineola, 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 02 / 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 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.

Board - Treasurer, Hands Across Long Island (HALI)  
Brightside Ave  
Central Islip NY 11722  
1980's

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. *nys office of mental Health, US HUD*

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

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

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

**CERTIFICATION**

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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<sup>th</sup> day of September 2014

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

Mary Ann Vassallo

Print name

Mary Ann Vassallo

Signature

Vice President and CFO

Title

9 / 19 / 2016  
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 DONALD E. HOLDEN  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 EAST OLD COUNTRY ROAD  
City/state/zip MINEOLA, N.Y. 11501  
Telephone 516 767-2097  
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. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒  
If Yes, provide details.

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

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

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

**CERTIFICATION**

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I, DONALD E. HOLDEN, 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<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH0183683  
Qualified in Nassau County  
Commission Expires April 2, 20 19

FAMILY & CHILDREN'S ASSOCIATION  
Name of submitting business

DONALD E. HOLDEN  
Print name

Donald E Holden  
Signature

Vice President of Development  
Title

9, 8, 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 Jane C. Tuxer  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Rd.  
City/state/zip Minerola, 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 ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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

I, Jane C. Tucker, 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<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8183683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Jane C. Tucker  
Print name

Jane C. Tucker  
Signature

VP & Chief Human Resources Officer  
Title

9 / 8 / 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 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  
Telephone NA

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 x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES      NO x;  
If Yes, provide details.

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

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

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

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

**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, 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<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH0163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Nancy Cohan  
Print name

[Signature]  
Signature

Vice President  
Title

9, 8, 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 DREW CROWLEY  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 1/1/12 Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.

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

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

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


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

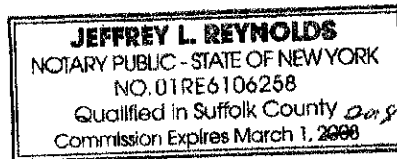
**CERTIFICATION**

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I, Drew Crowley, 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.

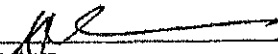
Sworn to before me this 13<sup>th</sup> day of March 2017

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



Family and Citicidues Assoc.  
Name of submitting business

Drew Crowley  
Print name

  
\_\_\_\_\_  
Signature

Citizens of (Sudan)  
Title

3 / 13 / 17  
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 H. Richard Grafer  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) None  
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?  
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 LLC  
The Grafer Foundation

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

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

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

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

**CERTIFICATION**

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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 30<sup>th</sup> day of August 20<sup>16</sup>

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH18183683  
Qualified in Nassau County  
Commission Expires April 2, 20<sup>19</sup>

Family and Children's Association

Name of submitting business

H. Richard Grafer

Print name

H. Richard Grafer  
Signature

Vice Chairman, Board of Trustees

Title

8 / 30 / 16  
Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name Judy Sanford Guise  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
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. 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. N/A

**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.

- 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. 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.

N/A

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

**CERTIFICATION**

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

I, JUDY SANFORD 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<sup>st</sup> day of August 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6169683  
Qualified in Nassau County  
Commission Expires April 2, 2019

FAMILY AND CHILDREN'S ASSOCIATION  
Name of submitting business

JUDY SANFORD GUISE  
Print name

Judy Sanford Guise  
Signature

Secretary  
Title

08.31.2016  
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 PATRICIA V BONICA  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 01/01/2010 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.

Long Island Council Drug and Alcohol Board Officer  
President & CEO of Pryor Associates

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

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

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

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

**CERTIFICATION**

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

Patricia Pryor-Bonica, 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<sup>th</sup> day of August 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

PATRICIA PRYOR-BONICA

Print name

Patricia Pryor-Bonica

Signature

Past Chair

Title

08 124 12016

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 ROBERT SCHNERDEL  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President / / Treasurer 01/01/11  
Chairman of Board / / Shareholder / /  
Chief Exec. Officer / / Secretary / /  
Chief Financial Officer / / Partner / /  
Vice President / /  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO ✓  
If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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I, ROBERT SCHWERDEL, 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 29<sup>th</sup> day of August 2016

  
Notary Public

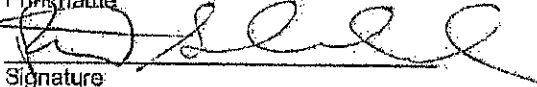
SHERRIE L. AMAYA  
Notary Public, State of New York  
No: 4958384  
Qualified in Nassau County  
Commission Expires November 8, 2017

Family and Children's Association

Name of submitting business

ROBERT SCHWERDEL

Print name



Signature

TREASURER

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."  
No blanks.**

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

Date: 4/11/17

- 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 : (516) 746-0350

Does 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: 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: Affiliates with Long Island Council on Alcoholism & Drug Dependence

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 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 FCA/Nassau 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. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No X If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

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

Contact Person John Imhof, PhD. Commissioner

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, New York 1153-3687

Telephone 1-516-227-8519

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

E-Mail Address John.Imhof@hhsnassaucountyny.us

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Company NY State Division of Justice Services

Contact Person Maura Gagan

Address New York State Division of Criminal Justice Services-Alfred E. Smith Building- 80 South Swan Street

City/State Albany, New York 12210

Telephone 1-518-485-9922

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

E-Mail Address maura.gagan@DCJS.NY.gov

**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, 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 11th day of April 2017

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8183682  
Qualified in Nassau County  
Commission Expires April 2, 2019

Name of submitting business: Family and Children's Association

By: Jeffrey L. Reynolds  
[Signature]  
Signature

President/CEO  
Title

4, 11, 2017  
Date

**JEFFREY L. REYNOLDS, Ph.D., CEAP, SAP**

**E-Mail: DrJeffreyReynolds@gmail.com**

### **Dynamic and Committed Non-Profit Executive**

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

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

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

**Recognized public affairs skills and outstanding reputation among elected officials, media professionals, corporate sponsors and community leaders.**

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

**Highest level of personal and professional integrity with a passion for challenge and commitment to exceeding all expectations and objectives.**

### **Core competencies**

**Organizational Development  
Program Evaluation  
On/Off Online Marketing  
Media Relations  
Collaborative Leadership**

**Strategic Alliances  
Change Management  
Government Relations  
Grant Management  
Public Speaking**

**Fiscal Planning & Budgeting  
Social Entrepreneurship  
Grant Proposal Writing  
Corporate Sponsorships  
Community Building**

### **Education**

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

**School of Social Welfare**

**Stony Brook University, Stony Brook, NY**

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

**Master of Public Administration in Health Administration (1997)**

**College of Management, School of Public Service**

**Long Island University, Brookville, NY**

**Bachelor of Arts in Psychology (1990)**

**Dowling College, Oakdale, NY**

## **Professional Experience**

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

March 2008 - Present *Executive Director*

Reporting to a 23-member Board Of Directors, manage all aspects of a non-profit agency dedicated to assisting individuals and families struggling with addiction and preventing the early onset of substance abuse among young people.

- Supervise management and senior clinical staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.
- Oversee the expansion of agency services, including LICADD's chemical dependency services including SBIRT, planned family interventions, relapse prevention programs, and the adoption of Too Good for Drugs, an evidence-based K-12 substance abuse prevention intervention.
- Re-branded and presently manage LICADD's Employee Assistance Program (EAP) which serves more than 70,000 employees of labor unions, school districts, corporations and municipalities in the tri-state area.
- Wrote, won and managed a U.S. Department of Health and Services grant totaling \$300,000 for a new Monitoring Children of Incarcerated Parents grant.
- Wrote, won and managed a NYS Department of Health AIDS Institute grant to conduct an overdose prevention program and create a heroin brochure targeted at teens.
- Represent LICADD on various task forces, community workgroups and advisory boards and serve as a speaker at professional conferences, community forums and before government bodies.
- Serve as an agency spokesperson for media interviews and represent LICADD on various community task forces.
- Increased revenues from \$600K/year to \$1.385M/year and increased total number of families served by 750% since 2008.

**BlasHELP, Inc.**

Hempstead, NY

July 1997 - March 2008 *Co-Founder/Chief Operating Officer*

Managed day-to-day operations of a non-profit agency dedicated to assisting victims of hate crimes, providing community-based violence prevention services and advocating for public policies to address hate crimes, youth violence, 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 liaison to all federal, state and local funders, chair site visits and prepared written/oral reports for both funding sources and BlasHELP's board of directors.
- Helped secure more than \$1 million in grants, sponsorships and contributions from corporations including Bank of America, Northrop Grumman, and Roslyn Savings Bank as well as foundations such as the Long Island Community Foundation and the Charitable Ventures Fund.



- Helped secure and manage more than \$3 million in bi-partisan government funding including a \$500,000 Congressional earmark administered by the U.S. Department of Justice, \$250,000 in NY State Senate and Assembly Member Items, and ongoing grants from the Suffolk County Office of Minority Affairs.

- Wrote, won and successfully managed a two-year SAMHSA-funded Youth Violence Coalition that brought together law enforcement officials, former gang members, school representatives, social workers, media professionals, youth and families.

- Wrote, won and managed a Communities Empowering Youth grant (\$500,000) administered by the Administration for Children and Families designed to enhance the capacity of local youth-serving faith-based and non-profit organizations.

- Wrote, won and managed a NYS Division of Criminal Justice Services (DCJS) grant to provide an evidence-based intervention to address violence among Hispanic girls at Brintwood Middle School.

- Secured international media coverage for BlueHELP after successfully convincing Yahoo and Ebay to halt auction sales of Ku Klux Klan and Nazi paraphernalia.

- Wrote and helped design agency annual reports, brochures, newsletters and other promotional materials.

#### **Long Island Association for AIDS Care, Inc. (LIAAC) Hauppauge, NY**

##### **2007 - 2009      Public Affairs Consultant**

Responsible for providing strategic guidance and assistance related to government affairs, resource development, public relations, strategic marketing, and communications.

- Edited annual reports, HIV prevention materials and grant applications.

- Served as a key liaison to elected officials, particularly at a state level, conducting in-district and Albany-based meetings, delivering testimony at public hearings and creating position papers.

- Conceived and executed a major marketing campaign to re-engage out-of-care HIV-positive individuals. Designed and supervised the production of bilingual television, radio, online and print Public Service Announcements and coordinated all media placements. Extended campaign with brochures, posters, a dedicated website and bus advertisements.

- Secured Hepatitis C, funding from the NYS Senate, crystal methamphetamine prevention funding from the NYS Assembly and STD funding from the NYS Department of Health to advance LIAAC's continued diversification.

- Served as a conference presenter and trainer on program sustainability for SAMHSA mental health/substance abuse treatment grantees.

##### **1997 - 2007      Vice President for Public Affairs**

Reporting to the President/CEO, responsibilities included: Development, oversight and implementation of annual public policy advocacy agenda; participation in various community events and on various community planning bodies; preparation and delivery of testimony before local, state and federal governmental bodies, conference presentations addressing such issues as harm reduction, confidentiality, discrimination and bioethics; outreach and education surrounding the socio-political

implications of the AIDS epidemic; media outreach to insure accurate and comprehensive news coverage of HIV-related issues; organizational planning for agency development events; preparation and submission of foundation grant applications; supervision of department staff; and editing of bimonthly agency newsletter, annual report and other agency publications.

- Led a development team responsible for the production of AIDS Walk Long Island, Chef's Secrets, a golf outing, cycling event, and other fundraisers. Negotiated sponsorships with high net worth individuals, major corporations, small businesses and media outlets.

- Directly secured more than \$5 million in new government grants, foundation grants, sponsorships and individual gifts.

- Acted as media spokesperson and secured thousands of national, regional and local media placements.

- Supervised production of all printed materials, television spots, radio ads, billboards and websites, including an online cyclist pledge system, which doubled event revenues.

- Strengthened LIAAC's influence in the public policy arena, creating white papers, spearheading grassroots advocacy activities and ultimately helping to secure passage of key pieces of legislation.

- Led qualitative and quantitative evaluation of federally funded HIV-testing program.

- Served as a key member of agency management team, engaged in strategic planning, financial forecasting and ongoing assessment of agency staff and programs.

1985 - 1987	<i>Director of Policy and Public Relations</i>
1984 - 1985	<i>Deputy Director, Public Policy and Community Development</i>
1991 - 1994	<i>Advocacy and Communications Coordinator</i>
1989 - 1991	<i>Volunteer/Client Services Liaison</i>

#### **VICTIMS INFORMATION BUREAU OF SUFFOLK COUNTY (VIBS) Hauppauge, NY**

**1988 - 1989      Social Work Advocate**

**Responsibilities included:** Assisting and advocating for victims of domestic violence, rape, incest and sexual assault including: counseling victims in regard to their legal rights and options; 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 hotline; screening and assessment of clients seeking counseling services; and a sound knowledge of the changing laws involving victim's rights.

#### **Community Activities**

2013 - Present	Member, Nassau National Adolescent Treatment Advisory Board
2013 - Present	Member, Briarcliffe College Business Advisory Board
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 Suffolk Advisory Board
2012 - Present	Co-Chair, Suffolk County Sober Home Oversight Board (Appointment)
2011 - Present	Member, Suffolk County Welfare to Work Commission (Appointment)
2009 - Present	Executive Committee Member, Nassau County Heroin Task Force

1994 - Present Vice Chair, New York State AIDS Advisory Council  
 Appointed in April 1994, reappointed March 1999, 2009, 2011 by NYS Senate Majority Leader

- Chair, Subcommittee on the NYS Budget
- Co-chair, Subcommittee on Criminal Defendant HIV Testing
- Co-chair, Subcommittee on NYS Newborn HIV Testing Regulations
- Co-chair, Ad Hoc Subcommittee on HIV/AIDS and Welfare Reform
- Member, Subcommittee on Harm Reduction
- Member, Subcommittee on HIV/AIDS Surveillance/Partner Notification
- Member, NYS Evaluation Committee, Expanded Syringe Access Program (ESAP)
- 2010 - 2012 Chair, Suffolk County Heroin/Opiate Advisory Panel (Appointment)
- 2008 - 2012 Board Member, Long Island Recovery Association
- 2007 - 2012 Assistant Clinical Professor, Stony Brook University
- 2007 - 2012 Consultant/Conference Presenter, Making Consulting for BARNHSA
- 1997 - 2005 Member, Huntington Town Anti-Bias Task Force
- 1993 - 1995 Member, Suffolk County Anti-Bias Summit
- 1992 - 1995 Member, NYS AIDS Housing Advisory Committee
- 1992 - 1998 Board Member, New Yorkers for Accessible Health Coverage
- 1992 - 1997 Board Member, Policy Advisory Committee, NS Ryan White Network
- 1991 - 1995 Board Member, LI Coalition for a National Health Plan
- 1987 - 1997 Board Member, Suffolk Chapter, New York Civil Liberties Union
- Board Chair, 1992-1998
- 1990 - 1995 Member, Catholic Charities Coalition for People with Disabilities
- 1992 - 1994 Board Member, New York AIDS Coalition (NYAC)
- 1991 - 1994 Member, Steering Committee, Center for Prejudice Reduction

#### Honors and Awards

- 2013 Times of Smithtown Man of the Year
- 2013 Caron Treatment Centers Distinguished Professional Award
- 2012 Long Island Press Power List
- 2012 Simple Hope Foundation Community Leadership Award
- 2011 Long Island Press Power List
- 2010 Long Island Press Power List
- 2000 Long Island University, College of Management - Outstanding Alumna Award
- 1999 Long Island Press Club Award for Business Reporting
- 1998 New York AIDS Coalition Advocacy Award

#### Major Presentations

Invited to testify on numerous occasions before the Nassau and Suffolk County legislatures on and other governmental bodies including: the NYS Senate Task 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 teaching courses on public health interventions and ethics at Stony Brook University. Guest lecturer at Adelphi University, Long Island University, Hofstra University and a variety of other educational institutions. Conducted leadership trainings for the New York AIDS Coalition, the Huntington Chamber Foundation, the Nassau County Police Department, and the Town of North Hempstead. Conducted more than 500 trainings on public health, addiction and parenting for school districts, community groups and corporations. Presented 19 formal papers at professional/academic conferences, including the federal Centers for Disease Control's Health Communications Conference in 2011 and the Employee Assistance Professionals Association World Conference in 2013.

### **Publications**

Authored more than 300 news and op-ed articles that have appeared in a wide variety of publications including: *Newday*, *The Long Island Press* and *Long Island Business News*. Author of *Rescuing Lost Voices: Children Orphaned by HIV/AIDS in Suburbia* (Huntington Station, New York: LIAAC 1995). "To Tell or Not to Tell: Disclosing Your HIV Status" in *Positive Options: A Handbook for People Living with HIV* ed. K. Timour (New York: *Body Positive* 1999); *Mastering the Maze: A Consumer's Guide to HIV/AIDS and Welfare Reform* (Huntington Station, New York: LIAAC 1996); *Sacrificing Science and Sensibility: How Squamishness over Syringes is Stalling Public Health Efforts on Long Island* (Huntington Station, New York: LIAAC 1998).

### **Interviews**

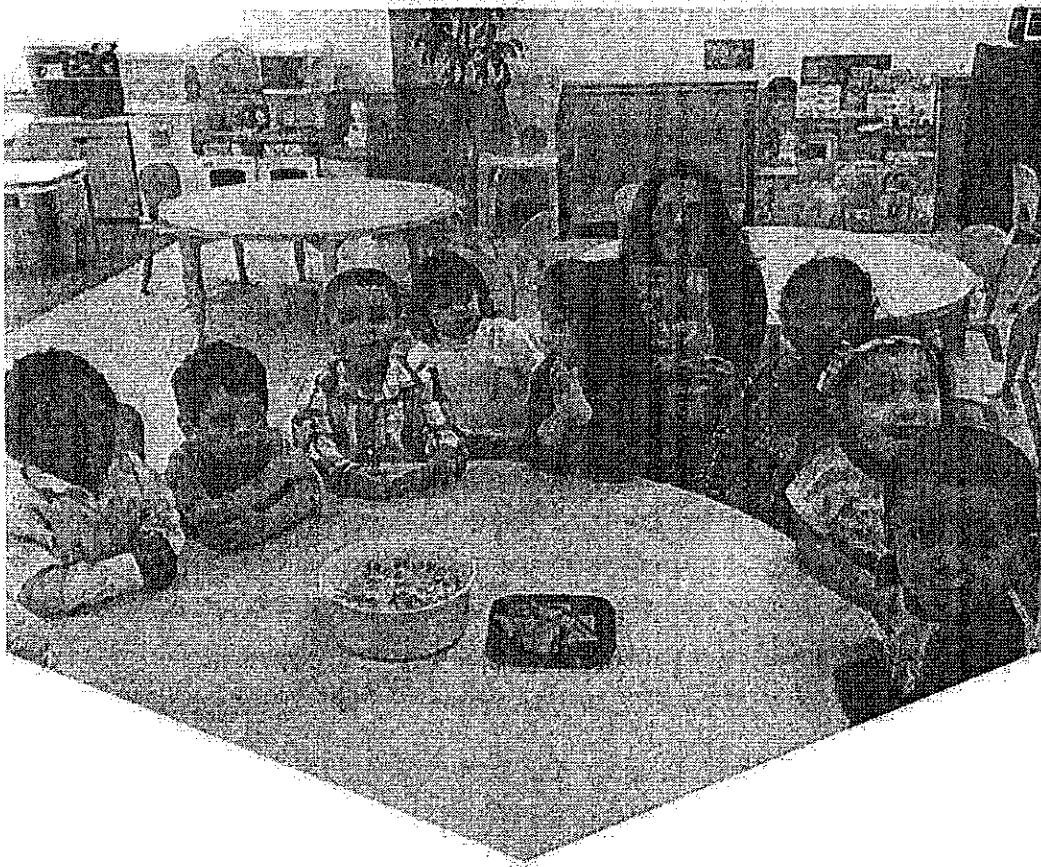
Consistently used as an expert source of substance abuse, addiction, HIV/AIDS and human/civil rights information in a wide variety of local and national radio, television and print outlets including: CNN, Bloomberg.com, MSNBC, CBS Evening News, News 12, *Newday*, *The New York Times*, *Wall Street Journal*, *Daily News*, *EyeWitness News*, *USA Today*, and National Public Radio. Profiled in *Newday* cover story on White House Conference on AIDS (Plus from Suburbia at White House, December 8, 1995). Interviews total more than 1500 in over 250 local, national and international media outlets.

### **Additional Credentials/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 Suffolk (1999)

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PROVIDING HELP & HOPE



2015 ANNUAL REPORT



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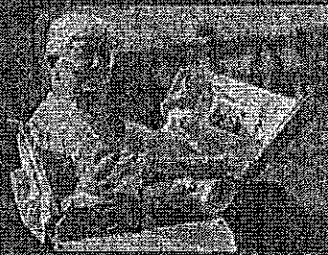
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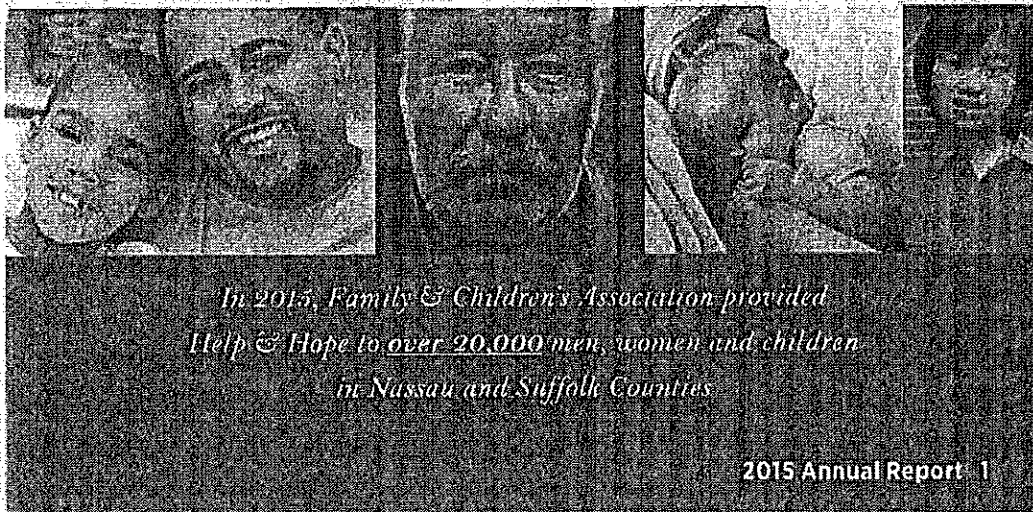
\*As of June 13, 2016





## 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,

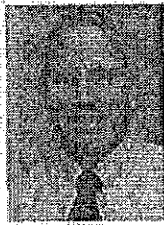
On behalf of our Board of Trustees, dedicated staff and loyal volunteers, we are proud to present you with our 2015 Annual Report. Though it's almost impossible to capture a year's worth of work in a few pages, paragraphs and pictures, we've included some highlights, client stories and key performance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



A handwritten signature in black ink, appearing to read "J. Reynolds", written over a light background.

Jeffrey Reynolds, PhD  
President/CEO



A handwritten signature in black ink, appearing to read "Drew Crowley", written over a light background.

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 Saladiño, recently participated in a press conference hosted by Senator Kirsten Gillibrand discussing the need for stricter guidelines regarding opioid prescriptions.*

# MEETING OUR GREATEST CHALLENGES

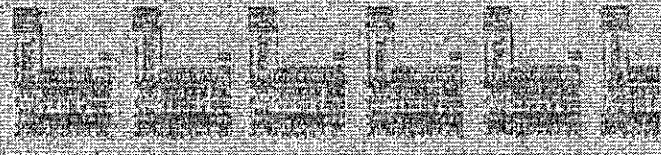
For more than 130 years, FCA has offered help and hope to millions of Long Island's most vulnerable men, women and children by providing vital services such as career counseling, education, support services and housing, to name a few.

It's all over the news... Long Island has been plagued by a staggering number of deaths tied 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.

**In 2015 FCA helped over 20,000 people, enough to fill Carnegie Hall 5 1/2 times!**



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 giving birth to my third child, my joy quickly turned to fear when I was told that my new baby would require multiple surgeries to correct a birth defect. Thankfully, the Nursery Co-op was there to care for my toddlers while I went back and forth 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 while my husband went to work and I navigated the frightening world of medicine. I'm happy to report that our baby had several surgeries and is doing much better. I don't know where we would be if it weren't for your help and support."*



*FCA's Preventive Services Division provides safety-net programs to children and families who are at risk, homeless or struggling with a host of difficulties including substance use disorder, mental health trauma, domestic violence or chronic poverty. As change agents, the staff of FCA empower our youth and families in their decision-making abilities and help them develop the skills needed to live independently, often breaking multigenerational cycles 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 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 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 program.



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.



#### Select Preventive Services Division Outcomes

- Successfully kept 99% of the families served in our Family Ties and Family Support program intact.
- SNUG saw a 60% reduction in shooting incidents over the course of the year.
- 100% of the youth served at Walkabout acquired the skills needed to live independently.
- 76% of our Project Independence youth showed an improvement in independent living skills.

*In 2015, FCA's Behavioral Health Division helped nearly 2,000 people cope with a variety of issues, including substance use disorders, homelessness, and psychiatric disorders. Each member of the Behavioral Health Division has received specialized training in dealing with the specific problems faced by people of all ages living with these devastating challenges.*

## **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 nurturing 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 clients 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, 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.



#### Selected Behavioral Health Division Outcomes:

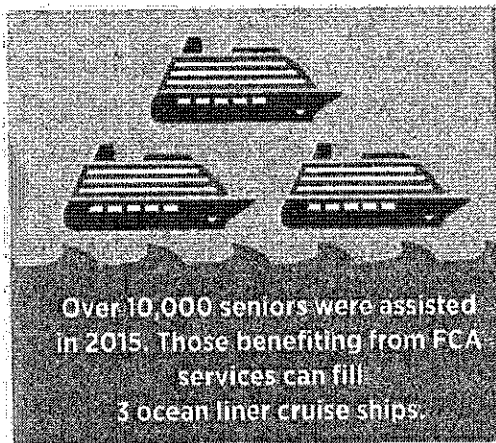
- Successfully kept 100% of the residents served at West Nassau out of expensive institutional care.
- 96% of our PINS Diversion clients were successfully diverted from family court involvement and out-of-home placement.
- 100% of our Family Center children remained at home with their families upon discharge from the program.
- 87% of the youth in our Lakeview community acquired the skills needed to improve their communication and ability to interact positively with others.



*The services FCA provides allow seniors to live independently and safely in their homes. The funding associated with these programs represents a fraction of the cost of providing seniors with avoidable institutional, long-term care.*

## Senior Division

# STRENGTH IN NUMBERS



Over 10,000 seniors were assisted in 2015. Those benefiting from FCA services can fill 3 ocean liner cruise ships.

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.

**Ombudservice** - engages trained volunteers who work as resident advocates for seniors living in nursing, adult and assisted living homes.

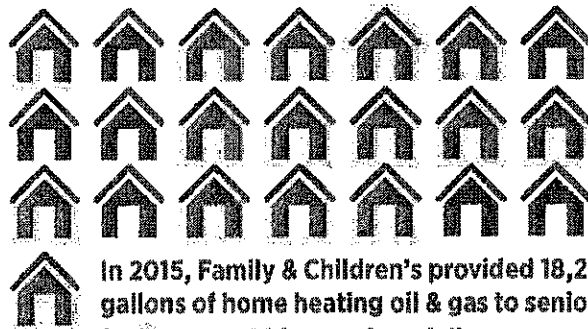
**SAFE and HEAP** - provide heating fuel to low-income seniors.

**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.



Based on 2011 average annual Long-Island fuel consumption which was 800 gallons of oil. [www.ohill.org/oilheatinfo.php](http://www.ohill.org/oilheatinfo.php)



#### Select Senior Division Outcomes

- 98% of seniors served in our case management program were able to remain in their homes.
- Senior Financial Services provided 565 seniors with financial assistance, guidance and advocacy to help resolve debt, mortgage and tax crises.
- Over 600 hours of socialization were provided to the elderly by FCA's Friendly Visitor volunteers.

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

*"Just wanted to let you know I contacted your office several months 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 as to what to do. She was very knowledgeable and really helped us a lot. She checked 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."*

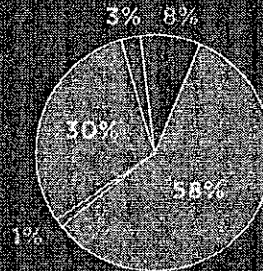






# ANNUAL REPORT

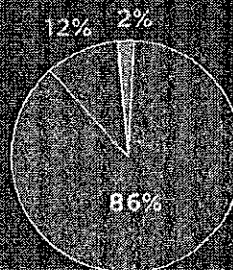
INCOME 2015



INCOME	FISCAL YEAR ENDING
	2015
Contributions	\$ 1,660,401.00
Government	\$ 11,312,199.00
Investment	\$ 105,843.00
Medicaid/Medicare	\$ 5,846,152.00
Fees/Other Income	\$ 662,218.00
<b>Grand Total</b>	<b>\$ 19,586,813.00</b>

EXPENSES	
Program Services	\$ 17,164,791.00
Management & General	\$ 2,429,201.00
Fundraising Services	\$ 439,341.00
<b>Total Expenses</b>	<b>\$20,033,333.00</b>
<b>Net Income</b>	<b>\$ (446,520.00)</b>

EXPENSES 2015





## Honor Roll of Giving : \$1,000 TO \$500,000

# 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  
William Stamps Farish Fund

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 Mrs. Mary Ann Crowley  
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 Detectives Endowment Association  
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 General Contractors Association  
 Mr. Harry Goldfeier  
 Ms. Jacqueline Goode



## Honor Roll of Giving : \$500 TO \$4,999

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

### \$100 TO \$499

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 Uniformed Fire Alarm Dispatchers  
 Unitarian Universalist Congregation  
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 Ms. Kathleen Wallace  
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## 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

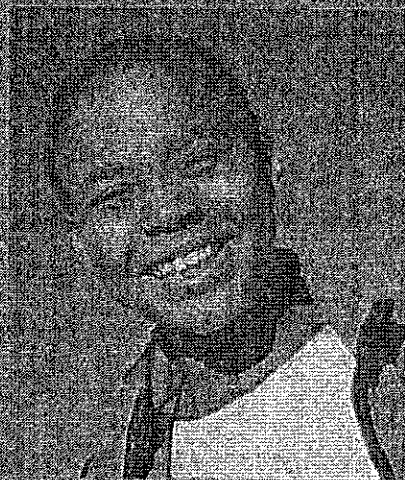
### BEHAVIORAL HEALTH

- 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

### SENIOR SERVICES

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

*"... I started attending Project Independence meetings and became involved in all the activities that you had to offer. The counselors enhanced my life by letting me know that I was worthy of love and support. They encouraged me to take advantage of every opportunity that was open to me and to give myself the chance to succeed. I attended meetings and parties and was even invited to speak at your Thanksgiving Ball in an effort to coax me out of my shell. "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](http://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 Co Closely 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

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

None

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

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

None

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

None


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

None

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

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

Dated: 4/11/2017

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.



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Ms.	Rosanne	Cavallaro	NY				
Dr.	John	Cerrato	NY				
Mr.	Drew	Crowley	NY				
Mr.	David	Landau	NY				
Mr.	H. Richard	Grafer	NY				Board of Trustees, Chairman
Mr.	Daniel	Griesmeyer	NY				
Ms.	Judy Sandford	Guise	NY				
Mr.	Michael	Monahan	NY				Board of Trustees, Secretary
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Mrs.	Angela	Jaggar	NY				
Mr.	Bernard	Kennedy	NY				
Mrs.	Hope	Lapsley	NY				
Ms.	Donna	Lewis	NY				
Mr.	David	Lyons	NY				
Mr.	Gerard	Jones	NY				
Mr.	Joseph	Patellaro	NJ				
Ms.	Patricia	Pryor Bonica	NY				
Mr.	Scott	Treiber	NY				
Ms.	Delores	Smalls	NY				
Mr.	Charles	Strain	NY				
Mr.	Robert	Schwerdel	NY				
Mr.	William	Thornon	NY				Board of Trustees, Treasurer
Mr.	Charles	Trunz III	NY				
Mr.	Wayne	Wink, Esq.	NY				
Mr.	Jeffrey	Reynolds	NY				
Ms.	Mary Ann	Vassallo	NY				FCA President/CEO
Mr.	Donald	Holden	NY				FCA Chief Financial Officer
Ms.	Lisa	Burch	NY				FCA Chief Development Officer
							FCA Chief Operating Officer



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 87, 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 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 or agency.

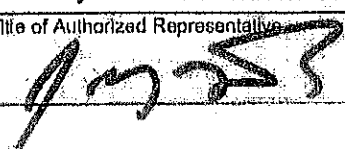
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey L. Reynolds - President/CEO

5/3/2016

Name and Title of Authorized Representative

Signature



m/d/yy

4/11/2017

Date

Family and Children's Association

Name of Organization

100 East Old Country Road, Mineola New York 11501

Address of Organization

#### 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 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 voluntarily 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 FOR PERSONAL SERVICES

THIS AGREEMENT, dated as of \_\_\_ April \_\_\_\_\_, 20\_\_17\_\_ (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 Probation, having its principal office at 400 County Seat Drive, Mineola, NY 11501 (the "Department"), and (ii) the Family and Children's Association, Inc. a Not-for-profit corporation, having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

### 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. Term. This Agreement shall commence on April 1, 2016 and terminate on September 30, 2016.

2. Services. 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



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 Reconciliation 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 Reconciliation 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 Reconciliation 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) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon:

(i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that:

(a) states with reasonable specificity the services provided and the payment requested as consideration for such services,

(b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and

(c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and

(ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").



(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(e) Payments in Connection with Termination or Notice of Termination.

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 its 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) Fund Administration. 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) Purchases -- Equipment. Title to equipment costing 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. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information, and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. 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. 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.

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:

(i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,

(ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage,



(iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and

(iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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



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

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

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

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

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

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

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





16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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. 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.

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.

By: 

Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP

Title: President/CEO

Date: April 11, 2017

NASSAU COUNTY

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

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 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

*Mary A. Chiz*

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH0163683  
Qualified in Nassau County  
Commission Expires April 2, 20 19

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC



## 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.



- 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 York 11501 (Address)  
516-746-0350 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action 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

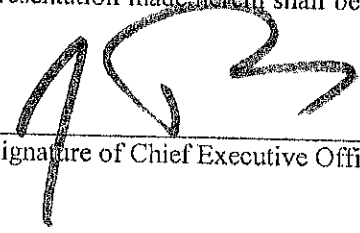
time accrued by a class of FCA/Nassau County Employees who were terminated in 2012.

The matters have been settled with all parties and are deemed closed.

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

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

April 11, 2017  
Dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
Name of Chief Executive Officer

Sworn to before me this

11<sup>th</sup> day of April, 2017.

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH0163683  
Qualified in Nassau County  
Commission Expires April 2, 2019  
Notary Public



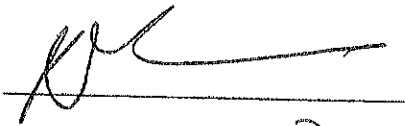


RESOLUTION TO THE CORPORATE MINUTES

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 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 4/1/2016 through 9/30/2016.



Officer

Drew Crowley, Board Chair



Sworn to before me this 14th  
day of April 2017

Mary A. Chiz  
NOTARY PUBLIC

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

2000

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

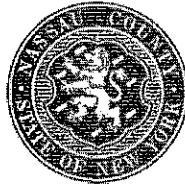
	<b>CUMULATIVE BUDGET April - August 2016 Original Budget</b>	<b>CUMULATIVE BUDGET September 2016 Budget Modification</b>
<b>Expense</b>		
<b>SALARY</b>		
Director	6,536.00	6,296.00
Detention Diversion Worker	18,674.00	18,028.00
Respite Worker	19,877.00	20,330.00
Primary Counselor	9,541.00	9,357.00
Family Case Manager	22,492.00	21,733.00
Contract Specialist	1,586.00	1,546.00
<b>Total Salaries</b>	<b>78,706.00</b>	<b>77,290.00</b>
<b>Fringe @ 26.74%</b>	<b>21,046.00</b>	<b>21,582.00</b>
<b>Total Personnel</b>	<b>99,752.00</b>	<b>98,872.00</b>
	26.74%	27.92%
<b>Other Than Personnel Consultants</b>	<b>0.00</b>	
<b>Travel per diem</b>		
Staff Travel	720.00	588.00
Client Transportation	125.00	0.00
<b>Total</b>	<b>845.00</b>	<b>588.00</b>
<b>Equipment</b>		
<b>Supplies</b>		
Office & Program Supplies	250.00	285.00
Printing-Outreach	0.00	0.00
Household	100.00	60.00
Postage		
<b>Total</b>	<b>350.00</b>	<b>345.00</b>
<b>Contractual</b>		
Network Outsource	800.00	795.00
Audit/Legal/Advisory	700.00	1,156.00
Data Processing	0.00	0.00
<b>Total</b>	<b>1,500.00</b>	<b>1,951.00</b>
<b>Rent/Utilities</b>		
Utilities	641.00	736.00
Telephone/Cable/Cell Phones	565.00	528.00





Program Rent	0.00	0.00
<b>Total</b>	<b>1,206.00</b>	<b>1,264.00</b>
<b>Other Costs</b>		
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	0.00	0.00
<b>Total</b>	<b>2,597.00</b>	<b>3,170.00</b>
<b>Total Program Expenses</b>	<b>106,250.00</b>	<b>106,190.00</b>
Admin @ 12%	12,750.00	12,810.00
<b>Grand Total</b>	<b>119,000.00</b>	<b>119,000.00</b>



**E-128-17****E-128-17****Contract ID:**cqpk17000029**Department:** Parks**Capital:**

SERVICE: Personal Service

NIFS ID #:cqpk17000029 NIFS Entry Date: 02-MAY-17

Term: from 01-JAN-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

<b>Vendor Info:</b>	
Name: Cornell Cooperative Extension Nassau County	Vendor ID#: 116081423
Address: 5 Old Jericho Tpke. Jericho, NY 11753	Contact Person: Gregory Sandor
	Phone: 516-433-7970 ext 16

<b>Department:</b>
Contact Name: Eileen Krieb
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: X	04-MAY-17 -- RDALLEVA
OMB	NIFS Approval: X	04-MAY-17 -- MRONAN
County Atty.	Insurance Verification: X	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:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The contract will provide for the funding of educational classes, staffing and related administrative expenses and materials needed for operation of farm.
<b>Method of Procurement:</b> Sole Source & no entity on Long Island provides the services for the public in Nassau County
<b>Procurement History:</b> Cornell has been providing these services to the County for the last several years.
<b>Description of General Provisions:</b> 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) & see Appendix &A& .
<b>Impact on Funding / Price Analysis:</b> Funds appropriated and approved through the Operating Budget.  (\$100,000.00)
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	grt					
Control:	pk	Revenue		1	pkgrt9700thde500	100000
Resp:	gen9700oth	Contract:				0
Object:	de500	County	0			0
Transaction:	103	Federal	0			0
Project #:		State	0			0
Detail:		Capital	0			0
		Other	100000			0
		<b>TOTAL</b>	<b>100000</b>		<b>TOTAL</b>	<b>100000</b>

RENEWAL	
% Increase	
% Decrease	

# 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 above the amount previously approved by NIFA

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

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

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?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

The contract will provide for the funding of educational classes, staffing and related administrative 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 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

## AUTHORIZATION

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

RDALLEVA

04-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 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  
copy

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: Cornell Cooperative Extension Nassau County

CONTRACTOR ADDRESS: [REDACTED] NY 11752

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The \_\_\_\_\_ evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



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

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

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

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

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

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

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). 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

**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. 3 09/15

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.

A handwritten signature in black ink, appearing to read "Brian Nugent", is written over a horizontal line.

Brian Nugent  
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

May 1, 2017

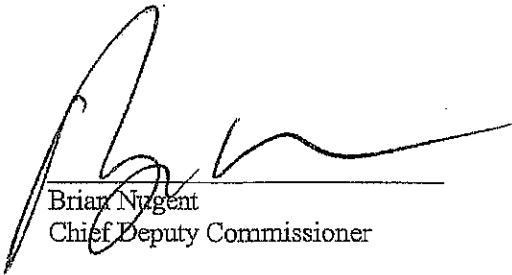
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These services cannot be provided by any staff currently employed by the County.



Brian Nugent  
Chief Deputy Commissioner

**Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Dated: 3/28/17

Vendor: Cornell Cooperative Extension -  
NASSAU COUNTY

Signed: Gregory M. Sandor

Print Name: Gregory M. Sandor

Title: Executive Director

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name LARRY BERGER  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
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 1/3/17 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 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 ☒   
 If Yes, provide details.

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

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



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

**CERTIFICATION**

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

I, LARRY 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 March, 2017

Deborah M. Farr  
Notary Public

DEBORAH M. FARR  
Notary Public, State of New York  
No. 01FA6254154  
Qualified in Nassau County  
Commission Expires January 17, 2020

Cornell Cooperative Extension of NASSAU COUNTY  
Name of submitting business

LARRY BERGER  
Print name

Larry Berger  
Signature

PRESIDENT  
Title

3, 27, 17  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name REESE MICHAELS  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip N/A  
Telephone [REDACTED]  
Other present address(es) N/A  
City/state/zip N/A  
Telephone [REDACTED]  
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 1 / 31 / 17 \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ✓ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
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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.
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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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I, REESE MICHAEL, 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 March, 2017

Deborah M. Farr  
Notary Public

DEBORAH M. FARR  
Notary Public, State of New York  
No. 01FA6254154  
Qualified in Nassau County  
Commission Expires January 17, 2020

Conwell Cooperative Education North County  
Name of submitting business

REESE MICHAEL  
Print name

[Signature]  
Signature

vice president  
Title

3, 27, 17  
Date

### PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Sally Ann Reinhardt  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone [REDACTED]  
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 1 / 1 / 2016  
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President     /     /      
(Other) \_\_\_\_\_
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  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.



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

**CERTIFICATION**

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

I, Sally Ann Reinhardt, 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 27th day of March, 2017

Deborah M. Farr  
Notary Public

DEBORAH M. FARR  
Notary Public, State of New York  
No. 01FA6254154  
Qualified in Nassau County  
Commission Expires January 17, 2020

Cornell Cooperative Extension of Nassau County  
Name of submitting business

Sally Ann Reinhardt  
Print name

Sally Ann Reinhardt  
Signature

Treasurer  
Title

3 / 27 / 17  
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 JoAnn Zenewitz  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone [REDACTED]  
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 3/24/17  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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I, JoAnn Zenevitz, 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<sup>th</sup> day of March, 2017

Deborah M. Farr  
Notary Public

DEBORAH M. FARR  
Notary Public, State of New York  
No. 01FA6254154  
Qualified in Nassau County  
Commission Expires January 17, 2020

CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY  
Name of submitting business

JoAnn Zenevitz  
Print name

[Signature]  
Signature

Secretary  
Title

03 / 27 / 2017  
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 Gregory M. Sander  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 Director 6/1/01 / 1/14 Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President     /     /      
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO ✓ If Yes, provide details.

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

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

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



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

**CERTIFICATION**

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I, GREGORY M SANDOR, 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 13<sup>th</sup> day of April 2017

Deborah M Farr  
Notary Public

DEBORAH M. FARR  
Notary Public, State of New York  
No. 01FA6254154  
Qualified in Nassau County  
Commission Expires January 17, 2020.

CCE-Nassau County  
Name of submitting business

Gregory M. Sandor  
Print name

Gregory M. Sandor  
Signature

Executive Director  
Title

4.12.17  
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 COOPERATIVE EXTENSION OF NASSAU COUNTY

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone: [REDACTED]

Does the business own or rent its facilities? COUNTY OWNED PROPERTY

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_  
Other (Describe) NON-PROFIT 501(c)(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 X 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). \_\_\_\_\_

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 \_\_\_ No X 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 X 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

such conviction \_\_\_\_\_

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

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

No conflict exists

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

of Interest Policy and Code of Ethics Policy in our Human Resources  
Manual which enumerates the Guidelines to Follow

- 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; 1914
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; SEE ATTACHED
- iii) Name, address and position of all officers and directors of the company; <sup>↑</sup>
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 39
- vi) Annual revenue of firm; \$ 2.5 million
- vii) Summary of relevant accomplishments SEE ATTACHED REPORT
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 103

- 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 County of Nassau Office of the Aging

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company U.S. DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOREST SERVICE

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company CORNELL COOPERATIVE EXTENSION OF SUFFOLK COUNTY (SNAP-EE GRANT)

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

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, GREGORY M. SANDOR, 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 6<sup>th</sup> day of April

17  
2018

Deborah M. Farr  
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: CCE - Nassau County

By: GREGORY M. SANDOR

Print name

Gregory M. Sandor  
Signature

Executive Director

Title

04 / 06 / 17  
Date



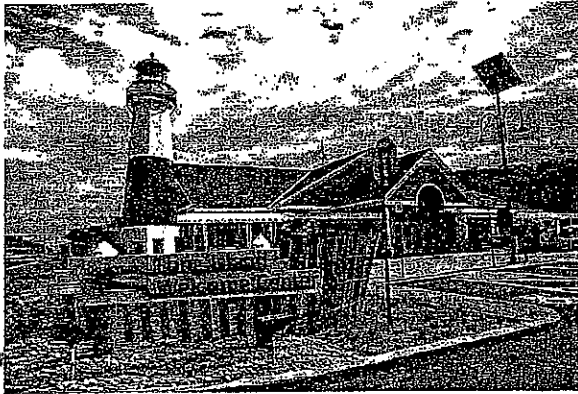
CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY

2017 BOARD OF DIRECTORS – List of Officers (Executive Committee) – April 2017

NAME/TITLE	TELEPHONE /FAX/EMAIL	OCCUPATION	TERM ENDS
<u>PRESIDENT</u>  <i>Larry Berger</i> [REDACTED] [REDACTED] 49	[REDACTED] [REDACTED] [REDACTED]	Retired Nassau County Planning Dept.	2 <sup>nd</sup> Term ends 2018
<u>VICE-PRESIDENT</u>  <i>Reese Michaels</i> [REDACTED] [REDACTED]	5 [REDACTED] [REDACTED] [REDACTED]	Hygeia Realty Inc. President	1 <sup>st</sup> Term ends 2018
<u>SECRETARY</u>  <i>JoAnn Zenewitz</i> 1 [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]		2 <sup>nd</sup> Term ends 2019
<u>TREASURER</u>  <i>Sally Reinhardt</i> [REDACTED] [REDACTED]	[REDACTED] S [REDACTED] [REDACTED]	Retired Family Consumer Teacher	2nd Term ends 2017
<u>EXECUTIVE DIRECTOR</u>  <i>Greg Sandor</i> Cornell Cooperative Extension of Nassau Co. Je [REDACTED]	[REDACTED] [REDACTED] [REDACTED] 1 [REDACTED]	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 fields, 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 through 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. Flint 4-H Camp offers summer sleepaway camp for ages 8-16 with many 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 throughout quarantined areas.
- Over 60 community garden plots at East Meadow Farm.
- Horticulture Residential and Professional Memberships provided.
- Over six "hands-on" demonstration gardens at East Meadow Farm that are open to the public 7 days a week, from dawn to dusk.
- Held over 100 gardening lectures and workshops at East Meadow Farm and throughout the community for Nassau County Residents.
- Over 8,000 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: CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ <sup>Not-for-Profit Association</sup> 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 contact List of CCE-NC Board  
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

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

NONE

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

(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:

4/12/17

Signed:

Gregory M. Sandor

Print Name:

Gregory 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.

# 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
<u>PRESIDENT</u>  <i>Larry Berger</i> [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Retired Nassau County Planning Dept.	2 <sup>nd</sup> Term ends 2018
<u>VICE-PRESIDENT</u>  <i>Reese Michaels</i> [REDACTED] [REDACTED]	516 [REDACTED] [REDACTED]	Hygeia Realty Inc. President	1 <sup>st</sup> Term ends 2018
<u>SECRETARY</u>  <i>JoAnn Zenewitz</i> [REDACTED] [REDACTED]	C: [REDACTED] S: [REDACTED]		2 <sup>nd</sup> Term ends 2019
<u>TREASURER</u>  <i>Sally Reinhardt</i> [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Retired Family Consumer Teacher	2nd Term ends 2017
<u>EXECUTIVE DIRECTOR</u>  <i>Greg Sandor</i> Cornell Cooperative Extension of Nassau Co. [REDACTED] [REDACTED]	O: [REDACTED] C: [REDACTED] F: [REDACTED] [REDACTED]	Executive Director	

## 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 Jericho Turnpike, Jericho, NY 11753 (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. **Term.** This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2017, unless sooner terminated as provided for herein.

2. **Services.** The Service is more particularly described in Appendix "A" attached hereto and incorporated herein by reference.

3. **Payment.** 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) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the



payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

- (b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

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

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

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

9. **Insurance.** (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than 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.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the

impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

14. **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of

the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

16. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

19. **Administrative Service Charge.** The Contractor 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 Cooperative Extension Nassau County**

By: Gregory M. Sandor  
Name: Gregory M. Sandor  
Title: Executive Director  
Date: 4/24/17

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) \_\_\_\_\_ Chief Deputy County Executive  
(or) \_\_\_\_\_ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 24<sup>th</sup> day of APRIL in the year 2017 before me personally came GREGORY M. SANDER to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the EXECUTIVE DIRECTOR of CORNELL COOPERATIVE EXTENSION OF, the Massachusetts COUNTY company/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company/corporation.

David M. Zou  
NOTARY PUBLIC

DEBORAH M. FARR  
Notary Public, State of New York  
No. 01FA6254154  
Qualified in Nassau County  
Commission Expires January 17, 2020

STATE OF NEW YORK)

ISS.: \_\_\_\_\_

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_ Chief Deputy County Executive or \_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix "A"

2017 CCE-NC Proposed Allocation of County Funds:

2017 CCE-NC Proposed Allocation of County Funds:

1. Salaries/Program & Administrative Staff	\$93,500
2. Utilities – E. Meadow Farm	\$5,000
3. Operating Supplies	<u>\$1,500</u>
	<b>Total \$100,000</b>

***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)

501 Jericho Tpke., Jericho, NY 11753 (Address)

516-433-7970, 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, Permittee \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

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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:

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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.

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

4/24/17  
Dated

Gregory M. Sandor  
Signature of ~~Chief Executive Officer~~ Director  
Gregory M. Sandor  
Name of ~~Chief Executive Officer~~ Director

Sworn to before me this  
24<sup>th</sup> day of April, 2017.

Deborah M. Farr  
Notary Public

DEBORAH M. FARR  
Notary Public, State of New York  
No. 01FA6254154  
Qualified in Nassau County  
Commission 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 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.





Cornell University  
Cooperative Extension  
Nassau County

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

**CF (Capital)****CF E-129-17****Contract Details**

NIFS ID #: CFPW17000002 NIFS Entry Date: 3/7/17 SERVICE: Term: from Execution to 36 months

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

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

**Agency Information**

Vendor	
Name H2M Architects & Engineers	Vendor ID# 11-2235604
Address 538 Broad Hollow Road 4 <sup>th</sup> Floor East Melville, NY 11747	Contact Person Frank M. Russo, P.E.  Phone (631) 756-8000

County Department
Department Contact Thomas A. Immerso Sanitary Engineer II
Address 3340 Merrick Road Wantagh, NY 11793
Phone 516-571-7536

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS App'l (Dept. Head) <input type="checkbox"/>	3/8/17	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	3/8/17	[Signature]	
3/28	OMB	NIFS Approval <input checked="" type="checkbox"/>	3/28/17	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>			
	County Attorney	CA Approval as to form <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
3/8/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/8/17	[Signature]	



## Contract Summary

<b>Description:</b> Detailed Design Services Agreement for the Glen Cove Sewage Treatment Plant
<b>Purpose:</b> 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.
<b>Method of Procurement:</b> 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.
<b>Procurement History:</b> 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.
<b>Description of General Provisions:</b> 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.
<b>Impact on Funding / Price Analysis:</b> Funding for these services will come from Capital Project S35114. Base fee: \$456,000 30% Cont.: \$136,800 Total Amt.: \$592,800
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract <input type="checkbox"/>	\$	1	CSWCSW35114	\$ 592,800
Control:	35	County	\$	2		\$
Resp:	114	Federal	\$	3		\$
Object:		State	\$	4		\$
Transaction:		Capital	\$592,800	5		\$
		Other	\$	6		\$
		<b>TOTAL</b>	<b>\$ 592,800</b>	<b>TOTAL</b>		<b>\$ 592,800</b>

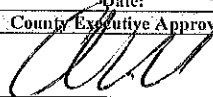

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Thomas A. Immerso, Sanitary Engineer II

Date:

Sept. 22, 2016

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



# 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

NA 3/5

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 ☒ No

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? ☒ Yes ☐ No

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

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

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 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.

Roseann Bell                      4/11/17  
Signature                                      Title                                      Date

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

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

\_\_\_\_ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

\_\_\_\_\_  
Signature                                      Title                                      Date

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

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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.*

CONTRACTOR NAME: H2M architects + engineers

CONTRACTOR ADDRESS: 538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747

FEDERAL TAX ID #: 11-2215346

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**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 Newsday [newspaper] on October 28, 2015 [date]. The sealed bids were publicly opened on December 1, 2015 [date]. Two (2) [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

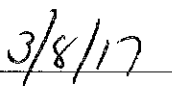
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Vendor: H2M architects + engineers

Dated: January 25, 2017

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 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

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

None

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

None

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

None

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

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

None

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

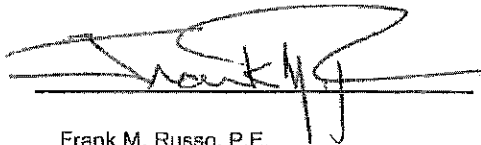
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: January 25, 2017

Signed: \_\_\_\_\_



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

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 address pers privacy  
City/state/zip NY Foil 87.2(b)-  
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. Positions held in submitting business and starting date of each (check all applicable)  
President 01 / 02 / 12 Treasurer \_\_\_\_\_  
Chairman of Board 01 / 01 / 13 Shareholder NY Foil 87.2(b)-  
Chief Exec. Officer 01 / 02 / 13 Secretary pers privacy  
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
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.

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

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

**CERTIFICATION**

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

I, Richard Humann, 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 28<sup>th</sup> day of January 2017

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

JOSEPHINE A. CUGGINO  
Notary Public - State of New York  
No. 01CU6316397  
Qualified in Suffolk County  
My Comm. Expires Dec. 15, 2018

HLM ASSOCIATES ENGINEERS

Name of submitting business

Richard Humann  
Print name

[Signature]  
Signature

CEO / President  
Title

1 / 25 / 17  
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 Gary E. Loesch, P.E.  
Date of birth NY Foil 87.2(b)-pers privacy  
Home address NY Foil 87.2(b)-pers privacy  
City/state/zip NY Foil 87.2(b)-pers privacy  
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. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder NY Foil 87.2(b)-pers privacy  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary NY Foil 87.2(b)-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 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
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.

H2M Associates, Inc. (wholly owned subsidiary): Executive Vice President, COO, Secretary (01/01/87 to present)  
H2M Architects & Engineers, 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 (2016), 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 agency?  
YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

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

**CERTIFICATION**

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

I, GARY E. LUESCH, 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<sup>th</sup> day of January 2017

[Signature]  
Notary Public

JOSEPHINE A. CUGGINO  
Notary Public - State of New York  
No. 01CU6316397  
Qualified in Suffolk County  
My Comm. Expires Dec. 15, 2018

HEX Architects & Engineers  
Name of submitting business

GARY E. LUESCH  
Print name

[Signature]  
Signature

CON / Exec VP / Secretary  
Title

1 / 25 / 2017  
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 Gregory C. Smith, CPA  
Date of birth NY Foil 87.2(b)-  
pers privacy  
Home address NY Foil 87.2(b)-  
pers privacy  
City/state/zip NY Foil 87.2(b)-  
pers privacy  
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. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer 01 / 01 / 14  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder NY Foil 87.2(b)-  
pers privacy  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer 01 / 01 / 14 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. 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 ☒ 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 agency?  
YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

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

**CERTIFICATION**

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

I, Gregory C Smith, 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 25<sup>th</sup> day of January, 2017

Josephine A. Cuggino  
Notary Public

JOSEPHINE A. CUGGINO  
Notary Public - State of New York  
No. 01CU6316397  
Qualified in Suffolk County  
My Comm. Expires Dec. 15, 2018

HCM ARCHITECTS FIRM/INC.

Name of submitting business

Gregory C Smith  
Print name

[Signature]  
Signature

CEO  
Title

1 / 25 / 17  
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: January 23, 2017

H2M Architects, Engineers, Surveying and Landscaping, DPC dba H2M

1) Proposer's Legal Name: Architects + engineers

2) Address of Place of Business: 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

List all other business addresses used within last five years:

575 Broad Hollow Road, 4th Floor East, Melville, NY 11747

3) Mailing Address (if different): \_\_\_\_\_

Phone : (631) 756-8000

Does the business own or rent its facilities? \_\_\_\_\_

NY Foil 87.2(d)-

4) Dun and Bradstreet number: 05-498-2334

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) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- 
- 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 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. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
NO 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 MONITOR FAMILY RELATIONSHIPS BETWEEN OUR EMPLOYEES

AND NASSAU COUNTY EMPLOYEES THROUGH IMPLEMENTING 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 RECOMMEND ADDITIONAL PROCEDURES, H2M WILL COOPERATE WITH NASSAU COUNTY TO IMPLEMENT THEM

- 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;
- 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.

See responses on the following pages

- B. Indicate number of years in business

See responses on 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

- 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

Address 14 Baker Street

City/State Patchogue, New York 11772

Telephone (631) 475-4300

Fax # na

E-Mail Address jpdean@patchoguevillage.org

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

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Company Oyster Bay Sewer District  
Contact Person Superintendent Thomas Rosetti  
Address 15 Bay Avenue  
City/State Oyster Bay, NY 11771  
Telephone (516) 922-4922  
Fax # NA  
E-Mail Address NA





### *Introduction 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

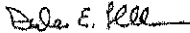

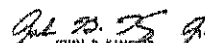
Annual Revenue of Firm: NY Foil 87.2(d)- trade secret

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

<b>THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT</b>	
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 535 BROAD HOLLOW RD 4TH FLOOR EAST MELVILLE, NY 11747-6076	
TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.	
 DOUGLAS E. LENTIVICH DEPUTY COMMISSIONER FOR THE PROFESSIONS	
CERTIFICATE NUMBER 0011903 DUPLICATE	 JOHN B. KING JR. PRESIDENT OF THE UNIVERSITY AND COMMISSIONER OF EDUCATION

## Sustainable 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 Officers / Associates

The following list includes the officers and senior associates of H2M.

OFFICERS & SHAREHOLDERS	NY Foil 87.2(b)- pers. privacy	TITLE
Richard W. Humann, P.E.		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
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
Phillip 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. Iannucci, P.E.		Assistant Vice President
Paul R. Lageraen, 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
Phillip Bianco		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. Aurimmo		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

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, Frank M. Russo, P.E., 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 1 day of February 2017

Andrea L. Sobocinski  
Notary Public

ANDREA L. SOBOCINSKI  
Notary Public, State of New York  
SUFFOLK COUNTY  
01SO6213479  
Commission Expires Nov 8, 2017

Name of submitting business: H2M architectures + engineers

By: Frank M. Russo, P.E.  
Frank M. Russo  
Print name  
[Signature]  
Signature

Senior Vice President

Title

2 / 1 / 17  
Date

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

2. Entity's Vendor Identification Number: 11-2235604

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Design Professional Corporation 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):

Refer to attached sheet

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.

Refer to attached sheet

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.

H2M Associates, Inc. NY FOIL 87-2(d) trade secret 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054

H2M Architects & Engineers, Inc. NY FOIL 87-2(d) trade secret 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054

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

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 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: January 25, 2017

Signed: 

Print Name: Gary E. Loesch, P.E., DEE

Title: COO/Executive Vice Pres., Secretary



# 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	NY FOIL 87.2(b) pers. privacy
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	
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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	
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	
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Joseph J. Todaro		Senior Associate	
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Veronica E. Byrnes		Senior Associate	
Michael W. Lantier		Senior Associate	
Eric W. Maisch		Senior Associate	
Debbie Mattina		Senior Associate	
Jamie E. Pizzardi		Senior Associate	

\* Board Members

COUNTY OF NASSAU

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

1. 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)

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):

Refer to attached sheet

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.

Refer to attached sheet

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

None

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

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

None

Page 3 of 4

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

None

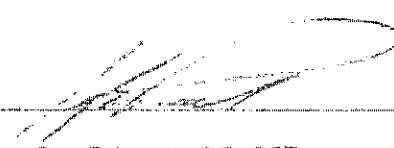
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 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**

<b>BOARD MEMBERS</b>	<b>HOME ADDRESS</b>	<b>TITLE</b>
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**

<b>OFFICERS &amp; SHAREHOLDERS</b>	<b>HOME ADDRESS</b>	<b>TITLE</b>
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		CFO

\* - shareholder

COUNTY OF NASSAU

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

- H2M Associates, Inc.
1. 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
2. Entity's Vendor Identification Number: 22-2275101
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Refer to attached sheet

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.

Refer to attached sheet

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

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 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):

Not applicable

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: 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		Secretary
Sui Y. Leong, P.E.		Vice President

#### Questions 5

OFFICERS	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
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. Gentile		Vice President
Steven C. Hearl, P.E.		Vice President
Ronald B. Lanner, R.A.		Vice President
Sui Y. Leong, P.E.		Vice President
Dennis G. Lindsay, P.E.		Vice President
David L. Mammola, P.E.		Vice President
Charles A. Martello, P.E.*		Vice President
James Nori, 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. Lageraen, 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. Auriemma		Senior Associate
Philip Bianco		Senior Associate
Veronica E. Byrnes		Senior Associate
John R. Collins, P.E.		Senior Associate
Renee Marcus		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. Keffner, 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.		Senior 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

\*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, 4<sup>th</sup> 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. Term. 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 not 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) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

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

(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) Pre-existing Rights. 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) Infringements of Patents, Trademarks, and Copyrights. 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. 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).

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) 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, 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) 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.

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, 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) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending 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. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a



nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the 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. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred 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) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

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

H2M architects + engineers

By: 

Name: Christopher A. Kelsi

Title: Assistant Vice President

Date: 6/15/16

NASSAU COUNTY

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

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

Title: \_\_\_\_\_

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

PLEASE EXECUTE IN BLUE INK

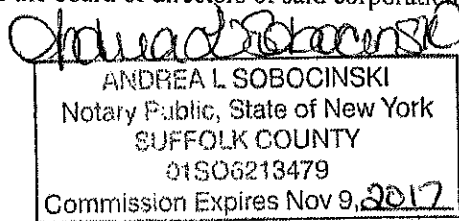
**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)

)ss.:  
Suffolk  
COUNTY OF ~~NASSAU~~)

On the 11 day of JUNE in the year 2011 before me personally came  
Christopher Weiss to me personally known, who, being by me duly sworn, did depose and say that he  
or she resides in the County of SUFFOLK; that he or she is the Assistant Vice President  
H2Harcenews + engineers, the corporation described herein and which executed the above instrument;  
and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)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 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

**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.
  - c. 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.
2. 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.
5. 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.

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

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

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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:

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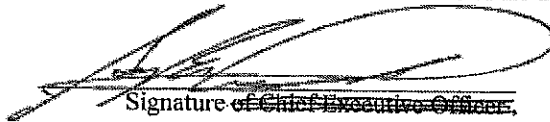
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

February 15, 2016

Dated

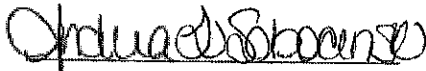


Signature of ~~Chief Executive Officer~~

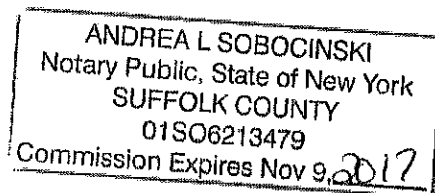
Gary E. Loesch, P.E., DEE, Chief Operating Officer and Executive Vice President  
~~Name of Chief Executive Officer~~

Sworn to before me this

15th day of February, 2016.



Notary Public



## REQUEST TO INITIATE

RTI Number 15-0402

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: S35114-013C Glen Cove WPCP - Preliminary Treatment ImprovementsDepartment: Public Works Project Manager: Thomas A. ImmersoDate: December 2, 2015Service Requested: Design of the Glen Cove Preliminary Treatment Improvements Project

Justification: Mechanical bar screens, screw conveyor, influent pumps, grit removal, motors and ancillary piping and controls are critical components of the Glen Cove WWTP and are approaching the end of their useful life. Replacing the worn and obsolete equipment with new more efficient equipment will improve reliability of this critical infrastructure and reduce operating and maintenance costs.

Requested by: Department of Public Works/Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan Design Construction/CM/Equipment) \$430,000.00

Circle appropriate phase

Total Project Cost: \$ 5,990,375

Includes, design, construction and CM

Date Start Work: 12/18/15 (RFP)

Phase being requested

Duration: 36 months (Design)

Phase being requested

Capital Funding Approval:

YES ☒NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☒

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☐NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:

YES

NO

Signature \_\_\_\_\_

Version January 2014

**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	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

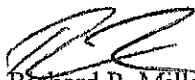
April 7, 2016

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.



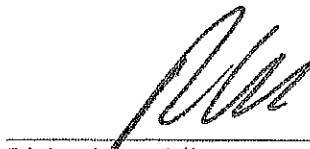
Richard P. Millet  
Chief Deputy Commissioner

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  
Chief Deputy County Executive

Date

Richard R. Walker  
Chief Deputy County Executive

Date



**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:

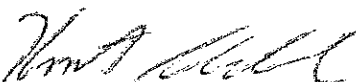
Professional project design services at the Glen Cove Water Pollution Control Plant.

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

c: 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 87, 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 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

  
Signature

04/18/16

Date

H2M architects + engineers

Name of Organization

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

Address of Organization



# 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).

<b>PRODUCER</b> Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 800-338-1391	<b>FAX (A/C, No):</b> 888-621-3173
	<b>E-MAIL ADDRESS:</b> acecclientrequest@marsh.com	
<b>INSURED</b> H2M Architects & Engineers  538 Broad Hollow Rd. Melville NY 11747	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Underwriters Insurance Co	
	<b>INSURER B:</b> Sentinel Insurance Company Ltd	
	<b>INSURER C:</b> Hartford Casualty Insurance Co	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		84UUGAU9233 Prof. Liab. Excl.	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			84UBGAU7896	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			84XHGYH2145	01/01/2017	01/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WBGBW2998	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Glen Cove Wastewater Treatment Plant, Preliminary Treatment Improvements Nassau County Project #S35114-13C.  
County of Nassau is included as additional insured when required by written contract.

**CERTIFICATE HOLDER**County of Nassau  
1550 Franklin Avenue  
Mineola, NY 11501**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

PRODUCER	Risk Strategies Company 1086 Teaneck Rd, Ste 5B Teaneck, NJ 07666	CONTACT NAME:	
		PHONE (A/C, No, Ext):	201-837-1100
		FAX (A/C, No):	
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Alterra America Insurance Company	21296
		INSURER B:	
		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.

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

County of Nassau 1550 Franklin Avenue Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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H2M architects + engineers  
538 Broad Hollow Rd., 4th Floor East  
Melville, NY 11747

49072

TD Bank  
1-800-761-9000  
1-1367/260

6/15/2016

PAY \*\*\*\*\*533 DOLLARS AND \*\*\*\*\*00 CENTS \$ \*\*\*\*\*533.00

Checks Exceeding \$1,000.00 Require Two Signatures

TO THE  
ORDER  
OF

COUNTY OF NASSAU  
TREASURER  
MINEOLA, NY 11501 US

\_\_\_\_\_  
AUTHORIZED SIGNATURE MP  
\_\_\_\_\_  
AUTHORIZED SIGNATURE MP





architects + engineers

538 Broad Hollow Road, 4<sup>th</sup> Floor East tel 631.756.8000  
Melville, NY 11747 fax 631.694.4122

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  
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 + engineers


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, 4 <sup>th</sup> 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 Name: Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Project (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.

### Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$456,000 (Div A through E)		
Total MBE Dollar Amount	\$15,000.00	MBE Contract Percentage	3%
Total WBE Dollar Amount	\$30,000.00	WBE Contract Percentage	7%
Total Combined M/WBE Dollar Amount	\$45,000.00	Combined M/WBE Contract Percentage	10%

**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.  Address: 132 W 36 <sup>th</sup> St.  City: New York  State/Zip Code: New York / 10018  Authorized Representative: A. Esteban  Telephone No. (212) 807-9670	Progress and final printing / reproduction distributed in all Divisions of Work	Amount (\$): 15,000.00     Award Date:     	Start Date:          Completion Date:     
Name:  Address:  City:  State/Zip Code:  Authorized Representative:  Telephone No.		Amount (\$):     Award Date:     	Start Date:          Completion Date:     



**Part 4- WBE Information (use additional blank sheets as necessary):**

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$ ) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Badey & Watson Surveying & Engineering, P.C. (pending)  Address: 3063 Route 9  City: Cold Spring  State/Zip Code: New York 10516  Authorized Representative: Jennifer W. Reap, L.S., NYS License No. 50389  Telephone No. (845) 265-9217	Survey and laser scanning of existing conditions	Amount (\$): 20,000.00     Award Date:	Start Date:     Completion Date:
Name: Sound Environmental Associates LLC Address: 18 Tide Court  City: Wading River  State/Zip Code: New York 11792  Authorized Representative: Sheila Bubka  Telephone No. (631) 414-7198 Ext. 101	Lead paint and asbestos survey	Amount (\$): 10,000.00     Award Date:	Start Date:     Completion Date:

Contract ID#: CQSS17000031



Department: Social Services

**E-131-17****Contract Details**

SERVICE Psychological Evaluations

NIFS ID #: CQSS17000031

NIFS Entry Date: 04/31/17 Term: from 01/01/17 to 12/31/17

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

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

**Agency Information**

Vendor	
Name <b>Forensic Psychology Consulting, PLLC</b>	Vendor ID# <b>264036555</b>
Address <b>609 Peninsula Blvd. Woodmere, NY 11598</b>	Contact Person <b>Joe Scropo</b> Email <b>forenpsych@optimum.net</b> Phone <b>516 791-1438</b> Fax <b>800 441-9772</b>

County Department
Department Contact <b>Michael A. Kanowitz</b>
Address <b>60 Charles Lindberg Blvd</b>
Phone <b>516 227-7452</b>

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/5/17	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
5/5/17	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
5/5/17	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
5/12/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	<i>[Signature]</i>	

8/3/17 2:21 PM LHM  
 2017 JUN 1 10:59 AM  
 2017 JUN 1 10:59 AM



# Contract Summary

<b>Description</b> Psychological Evaluations
<b>Purpose:</b> Comprehensive psychological evaluations and courtroom testimony as ordered by Family Court. ( <i>New Contract</i> )
<b>Method of Procurement:</b> RFP was previously issued for DSS to establish a list of qualified mental health professionals or agencies able to provide, as required and instructed by Nassau County Family Court, comprehensive psychological evaluations in cases under the court's jurisdiction. Six vendors were selected – in this way Family Court will have sufficient latitude in selecting an appropriate vendor based on availability, geographic accessibility & language capability. The list of qualified contract providers has been provided to the court. All vendors have received a satisfactory evaluation.
<b>Procurement History:</b> We have been using this vendor since 2009.
<b>Description of General Provisions:</b> The contractor will conduct comprehensive psychological evaluations, preparation of written reports, preparation for court appearance and courtroom testimony.
<b>Impact on Funding / Price Analysis:</b> Federal 50% County 25% State 25%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

**Blanket Encumbrance CQSS17000005**

BUDGET CODES	
Fund:	GEN
Control:	62
Resp:	6200
Object:	ww833
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$ .01
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ .01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN6200/ww833	\$.01
2		\$
3	<i>Submits 7/5/17</i>	\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ .01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>5/12/17</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>

133134

PR5254 (8/03)

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.



CQSS17000031

## Nassau County Interim Finance Authority

## Contract Approval Request Form

(As of March 2017)

1. Vendor: Forensic Psychology Consulting, PLLC2. Dollar amount requiring NIFA approval: \$ .01Amount to be encumbered: \$ .01 (\$30,000.00)This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: 01/01/17 to 12/31/17Has work or services on this contract commenced? ☒ Yes ☐ NoIf yes, please explain: Ongoing court ordered services.

## 4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Capital Improvement Fund (CAP)	Federal % <u>50</u>
<input type="checkbox"/> Other	State % <u>25</u>
	County % <u>25</u>

Is the cash available for the full amount of the contract? ☒ Yes ☐ No  
If not, will it require a future borrowing? ☐ Yes ☐ NoHas the County Legislature approved the borrowing? ☐ Yes ☐ NoHas NIFA approved the borrowing for this contract? ☐ Yes ☐ No

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

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 CQSS17000005.

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

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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:

CQSS16000022 \$.01 Paid under Blanket Encumbrance CQSS16000005.

## 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.

Roseann Dull 5/3/17  
Signature Title Date

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

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

\_\_\_\_ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

\_\_\_\_\_  
Signature Title Date

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

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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.**

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

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

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

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

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

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

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

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

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

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



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

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

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

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

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

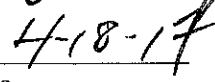
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

4/12/17

Vendor:

Forensic Psychology Consulting PLLC

Signed:

Joe Scroppo

Print Name:

Joe Scroppo

Title:

member



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 n/a

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

No

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

None

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

None

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

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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: Joe Scropo

Print Name: JOE SCROPO

Title: member, Forensic Psychology Group  
PLLC

**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.

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 Forensic Psychology Consulting / Joe Scroppo  
Date of birth 02/22/63  
Home address 409 BARNARD Ave  
City/state/zip Woodmere, NY 11598  
Business address 609 Peninsula Blvd  
City/state/zip Woodmere, NY 11598  
Telephone 516 791-7438  
Other present address(es) 999 Lentes Ave Ste 102  
City/state/zip Woodmere, NY 11598  
Telephone 516 791-7438  
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) sole member 1/1/2000
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ✓ NO    If Yes, provide details. I am the sole member of the PLLC
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. sole proprietor - Joe Scroppo, PhD

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

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

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




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

**CERTIFICATION**

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

I, Joe Scoppo, 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 11 day of April 2017

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



Forensic Psychology Consulting PLLC  
Name of submitting business

JOE SCOPPO  
Print name

Joe Scoppo  
Signature

Sole member  
Title

4, 11, 17  
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: 12/22/16

1) Proposer's Legal Name: Forensic Psychology Consulting PLLC

2) Address of Place of Business: 609 Peninsula Blvd, Woodmere, NY 11598

List all other business addresses used within last five years: 999 Central Ave Ste. 102, Woodmere, NY

3) Mailing Address (if different): None JS 4/17/17

Phone: (516) 791-1438

Does the business own or rent its facilities? OWN - 609 Peninsula Blvd  
RENT - 999 Central Ave Ste. 102

4) Dun and Bradstreet number: 168772197

5) Federal ID Number: ~~77-8~~ 26-4036555

6) The proposer is a (check one): Corporation ☐ Sole Proprietorship ☐ Partnership ☐  
Other (Describe) PLLC

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? 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 ☒ If Yes, provide details for each such  
occurrence. \_\_\_\_\_  
\_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated  
business had any sanction imposed as a result of judicial or administrative proceedings with  
respect to any professional license held? Yes \_\_\_\_ No ☒; If Yes, provide details for  
each such instance. \_\_\_\_\_  
\_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to  
pay any applicable federal, state or local taxes or other assessed charges, including but not  
limited to water and sewer charges? Yes \_\_\_\_ No ☒ If Yes, provide details for each  
such year. Provide a detailed response to all questions checked 'YES'. If you need more  
space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space,  
photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has  
that may create a conflict of interest or the appearance of a conflict of interest in  
acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County  
public servant that may create a conflict of interest or the appearance of a conflict  
of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or  
the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the  
County that a conflict of interest would not exist for your firm in the future.  
should a conflict arise, or a potential conflict of interest  
arise, we will contact the County and be guided  
accordingly

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

B. Indicate number of years in business.

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

The Tevst

Contact Person

Dr. Jana Martin

Address

111 Rockville Pike Ste 900

City/State

Rockville, MD 20850

Telephone

(301) 377-4264

Fax #

E-Mail Address

JANA@TRUSTinsurance.com

Company Eric Harris, PhD  
Contact Person " "  
Address 195 Worcester St. 303  
City/State Wellesley, MA 02481  
Telephone (781) 883-4049  
Fax #   
E-Mail Address jegseah@aol.com

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Company Jeff Younggren, PhD  
Contact Person " "  
Address 827 Deep Valley Drive  
City/State Rolling Hills Estates, CA 90274  
Telephone (310) 377-4264  
Fax #   
E-Mail Address jeffyounggren@earthlink.net

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](mailto: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**

**Assistant Clinical Professor of Psychiatry:** Hofstra University School of Medicine. 2010 to the present.

- Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.

**Training Faculty:** 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.

**Allied Medical Staff:** 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.

**Assistant Clinical Professor of Psychiatry and Behavioral Sciences:** 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.

**Assistant Clinical Professor of Psychiatry:** New York University School of Medicine/Bellevue Hospital Center. 2002 to 2010.

- Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.

**Adjunct Field Supervisor:** Yeshiva University Ferkauf Graduate School of Psychology. September 2007 to 2012.

- Supervise doctoral psychology students in the theory and practice of psychology.

**Peer Reviewer:** January, 1998 to the present.

- Scientific peer reviewer for the Journal of Abnormal Psychology, the American Law-Psychology Society Annual Meeting, and the International Journal of Law and Psychiatry

## **CLINICAL & FORENSIC EXPERIENCE**

**Consultant/Attorney:** American Psychological Association Insurance Trust, Washington, D.C.. July 2012 to the present.

- Provide legal consultation and risk-management training and workshops to mental-health professionals insured through the APA Insurance Trust.

**Forensic & Clinical Psychologist:** Private Practice. New York metropolitan area. January, 1999 to present.

- **Forensic Services:** 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.
- **Clinical Services:** Provide psychotherapy and psychological assessment services to adults, children, and families.

**Director:** 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.

**Senior Forensic Psychologist:** 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.

**Psychologist:** 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.

**Supervising Psychologist:** 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.

**Staff Psychologist:** 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.

**School Psychologist:** 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.*

**Instructor:** 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**

**Doctoral Dissertation:** 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). Managing Risk with Alcohol-Abusing Clients. *National Psychologist*

Scroppo, J. (in press). Dealing with third parties: Legal and ethical considerations. In Walfish, S., Zimmerman, J. & Barnett, B. (Eds.) The Handbook of Private Practice. New York, NY; Oxford University Press.

Scroppo, J. (2015, April). Special Considerations in working with children and families. Legal Challenges in Clinical Practice (Conference). St. John's University, Department of Psychology. Jamaica, New York.

Scroppo, J. (2014, August). Ethical Risk Management in Complex Situations. Paper presentation. American Psychological Association Annual Conference. Washington, D.C.

Younggren, J. and Scroppo, J. (2014). Forensic Psychology is a Specialty Area. *National Psychologist*.

Younggren, J., Harris, E., and Scroppo, J. (2013, May/June). Risk Management: Hot Topics in Psychological Practice. *California Psychologist*, Vol. 22 No. 3.

Scroppo, J. (2013, April). Ramifications of the NY SAFE Act on Clinical and Professional Practice. Paper presented at the St. Johns University Post Graduate Professional Development Programs and the Center for Psychological Services, Jamaica, NY.

Scroppo, J. (2013, February). Violence Risk Assessment. Presentation at the Fordham University Law-Psychology Forum, *New Directions in Forensic Psychology*, New York, NY.

Scroppo, J. (2012, September). Psychological Assessment in Child Custody Evaluations. 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). The Evaluation and Management of Juvenile Violence. 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). Best Practices in Child-Custody Evaluations. Presentation to the New York Society for the Prevention of Cruelty to Children.



Scropo, J. (2004, November). Psychological versus Legal Paternity—The Doctrine of Equitable Estoppel. Child Psychiatry Grand Rounds of the North Shore University Hospital Division of Child and Adolescent Psychiatry.

Scropo, J. (2004, October). Implications of Sexually Violent Predator Laws on the Mental-Health Professions. Paper presented at the Psychiatry Grand Rounds of the Nassau University Medical Center.

Scropo, J. (2004, April). Psychological Aspects of Including the Child in Custody Mediation. Paper presented at the American Bar Association Section of Dispute Resolution Sixth Annual Conference as part of a symposium on How to Safely Provide Children a Voice in Mediation.

Scropo, J. (2003, November). Sexual Predator Laws & Psychiatry: Strange Bedfellows? . Paper presented at the Psychiatry Grand Rounds of the North Shore University Hospital Division of Child and Adolescent Psychiatry.

Scropo, J. (2002, December). The Tarasoff Doctrine: The Current Duty to Warn in New York. Paper presented at the Child Psychiatry Grand Rounds of the North Shore University Hospital Division of Child Psychiatry.

Scropo, 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.

Scropo, J. (1998). The Psychologist in the Psychiatric Emergency Room. Paper presented at the American Psychological Association Annual Meeting; San Francisco, CA.

Scropo, J., Drob, S., Weinberger, J. & Eagle, P. (1998). Identifying Dissociative Identity Disorder: A Self-Report And Rorschach Study. *Journal of Abnormal Psychology*, 107, 272-284.

Scropo, J., Weinberger, J. & Drob, S. (1997). Common Features And Processes In Dissociative Identity Disorder. Paper presented at American Psychological Association Annual Meeting; Chicago, IL.

Scropo, J. & Drob, S. (1995, December). The Rorschach Assessment Of Dissociative Identity Disorder. Paper presented at the Psychiatry Grand Rounds of the New York University Medical Center/Bellevue Hospital.

Scropo, J. (1993, March). The Case Of The Face. Paper presented at the Grand Rounds of the Adelphi University Derner Institute of Advanced Psychological Studies.

Scroppo, J. & Weinberger, J. (1992). Expert Scoring for the Affiliative Motive: 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). The Effects Of A Meditation-Based Behavioral Medicine Intervention: Paper presented at the Society for the Exploration of Psychotherapy Integration Conference; London, England.

Scroppo, J. (1983). Earth symbols in Sir Gawain and the Green Knight. *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.

Taskforce Chair, New York State Psychological Association—*Taskforce on Assessing Duty to Protect in New York*. 2013 to 2014.

Taskforce Member, 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.

Director, Board of Division 12 (Clinical Psychology): American Psychological Association. 1998 to 2001.

Founding Member/Representative: American Psychological Association; Division 12—Section on Emergency Psychology. 1998 to 2001.

President: 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**

<b>Member</b>	<b>Association for the Treatment of Sexual Abusers</b>
<b>Member</b>	<b>American Psychological Association</b>
<b>Member</b>	<b>American Psychology—Law Society</b>
<b>Member</b>	<b>New York State Psychological Association</b>
<b>Member</b>	<b>New York State Bar Association</b>
<b>Member</b>	<b>Nassau County Bar Association</b>

## **SELECTED FORENSIC CASES**

<b><u>People v. Adele L.:</u></b>	<b>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.</b>
<b><u>People v. Bakshi R.</u></b>	<b>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.</b>
<b><u>People v Lyudmilla V.:</u></b>	<b>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.</b>
<b><u>New York v. Luis Y.</u></b>	<b>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.</b>
<b><u>New York v. Luis T.</u></b>	<b>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.</b>
<b><u>Matter of James M.</u></b>	<b>Retention pursuant to CPL 330.20. Issue: Does insanity acquittee meet criteria for continued</b>

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.

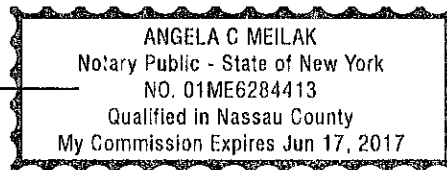
**CERTIFICATION**

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 Scoppo, 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 11 day of April 2017

[Signature]  
Notary Public



Name of submitting business: Forensic Psychology Consulting PLLC

By: Joe Scoppo

Joe Scoppo  
Print name  
[Signature]  
Signature

sole member  
Title

4, 11, 17  
Date

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: Woodmere NY 11598

2. Entity's Vendor Identification Number: 26-4036555

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

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

sole member: Joe Scrappo

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 Scrappo

609 Peninsula Blvd

Woodmere, NY 11598

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.

Ø

None

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

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

Ø

None

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

~~NA~~ None JS 4/17/17

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

No.

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: 4/12/17

Signed: Joe Scarpino

Print Name: JOE SCARPO

Title: member, Forensic Psychology Consulting LLC



**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,

*SA*  
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 "Services") shall be performed on an as needed basis, determined by the Nassau County Family Court (the "Court"), 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) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") 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. 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 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) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In

the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents 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. Consent to Jurisdiction and Venue; Governing Law

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 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. 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. All Legal Provisions Deemed Included; 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. Section and Other Headings

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

20. 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.

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

By: Joe Scrappo  
Name: JOE SCRAPP  
Title: Sole member forensic Psychology Consulting  
Date: 4/11/17 PLLC

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

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 <sup>DEPUTY</sup> 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

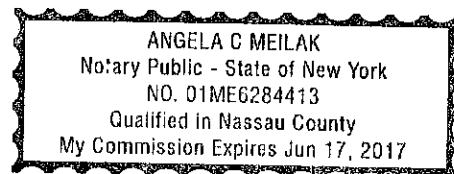
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 11 day of April in the year 2017 before me personally came Joe Scroppo 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 sole member of forensic Psychology Consultancy LLC 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





## 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 SCROPO (Name)  
609 Peninsula Blvd, Woodmere, NY (Address)  
516 791-1438 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

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

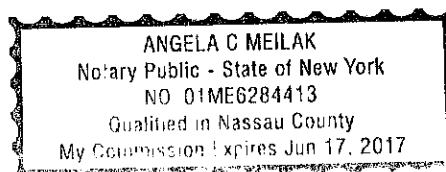
Joe Scrappo  
Dated Signature of Chief Executive Officer

Joe SCRAPPo  
Name of Chief Executive Officer

Sworn to before me this

11 day of April, 2017.

Joe  
Notary Public





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 Forensic Psychology Consulting PLLC, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Joe Scroppo, sole member  
Corporate title

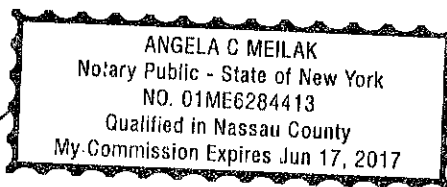
of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2017 through December 31, 2017.

Officer Joe Scroppo

Sworn to before me this 11

day of April 2017

Angela C Meilak







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 Name: ..... **FORENSIC PSYCHOLOGY CONSULTING, PLLC** .....

Service Provided: ..... **FORENSIC** .....

Evaluation Period: From: January 1, 2016 To: October 31, 2016

Evaluator's Name, Title, Phone #: ..... **JEANETTE FEINGOLD** .....

Date: ..... 11/18/16 .....

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests				✓	
e. Number of Complaints				✓	
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

---

---

---

## 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 understand and embrace 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 stay 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:
  - DSS staff?
  - Other Nassau County departments?
  - 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,

*51*  
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

REDACTED

E-133-17

ADDITIONAL  
INFORMATION

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: 4/21/17

1) Proposer's Legal Name: NY Travel Media LLC

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

None

3) Mailing Address (if different): \_\_\_\_\_

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

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NO

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation ☒  
Other (Describe) LLC

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: \_\_\_\_\_

RECEIVED  
NASSAU COUNTY  
CLERK OF SUPERIOR COURT  
2017 MAY 17 A 10:25

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 ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each \_\_\_\_\_



such conviction \_\_\_\_\_

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that a possible conflict arises, I will inform the County of the possible conflict and allow the County to determine if an actual conflict exists

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

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

- i) Date of formation; 2012
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; M. Fisher
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); N.Y.
- v) The number of employees in the firm; (1)
- vi) Annual revenue of firm; \$ 390,000
- vii) Summary of relevant accomplishments N/A
- viii) Copies of all state and local licenses and permits. N/A

See attached 32 E. Park  
Old Bethpage NY

B. Indicate number of years in business. 6 yrs.

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 Hempstead Tourism

Contact Person Beverly Herten

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

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

E-Mail Address \_\_\_\_\_

Company Pole Position Raceway

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

---

Company COTTSMAN ROHLBERG LLC

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

## 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 1<sup>st</sup> year, achieved national distribution and secured \$5 MM in revenues

## Michael A. Frisher

---

JULIAN FRERICH 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  
Northeast Regional Sales Manager

1995-2001

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  
Sales Manager/Brand Manager, Protein, NY-NJ

1994-1996

Generated \$8 MM for brands including Patrick Cudahy, Plumrose, Rite Foods, and Blount Seafood.

WALDCO SEAFOOD IMPORTERS, New York, NY  
Account Executive, NY Metro Region

1991-1994

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  
General Sales and Purchasing Manager

1988-1991

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 to this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

A - Mike Frisher Sole Principal  
See Attached Resume

B - N/A

C - worked together with NYC Visitor  
& Convention Bureau to promote tourism  
in the NYC marketplace, also worked with  
EUCB and performed the same duties as  
above

D - see attached letterhead

APPROVED AND SUBMITTED BY:



(Signature)

PRINT NAME:

Michael Frisher

DATE:

2/9/16

**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 Frishev, 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

2016 2017

Nickolas Berth  
Notary Public

NICKOLAS BERTH  
Notary Public, State of New York  
No. 5083086  
Qualified in Nassau County  
Commission Expires Oct. 18, 2018

Name of submitting business: NY Travel Media LLC

By: Michael Frishev

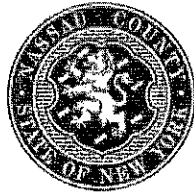
Print name

Michael Frishev  
Signature

Signature

Pres  
Title

4, 21, 17  
Date



E-133-17

**Contract ID:**cqpk16000067-02    **Department:** Parks**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

<b>Vendor Info:</b>	
Name: <b>NY Travel Media LLC</b>	Vendor ID# [REDACTED]
Address: 1662 Old Country Road Plainview, NY 11803	Contact Person: Mike Frisher
	Phone: 516-816-1310

<b>Department:</b>
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:	
OMB	NIFA Approval: X	03-MAY-17 -- RDALLEVA
OMB	NIFS Approval: X	03-MAY-17 -- MRONAN
County Atty.	Insurance Verification: X	02-MAY-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	02-MAY-17 -- DMCDERMOTT
Dep. CE	Approval: X	15-MAY-17 -- CRIBANDO



<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>04-MAY-17 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Promotion of County facilities to the Public
<b>Method of Procurement:</b> 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's Historic Properties, Museums and Recreational events being offered throughout our Parks system in their annual publications.
<b>Procurement History:</b> RFP#PK0127-1603 dated 1/27/16 ; original contract CQPK16000067
<b>Description of General Provisions:</b> 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
<b>Impact on Funding / Price Analysis:</b> None- Hotel/Motel Tax Grant Program \$ 24,000.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (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
<b>TOTAL</b>	<b>\$ 24,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	\$ 24,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 24,000.00</b>

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: NY Travel Media LLC

2. Dollar amount requiring NIFA approval: \$24000

Amount to be encumbered: \$24000

This is a 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: 6/1/17-5/31/18

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

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

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

Promotion of County facilities to the Public

6. Has the item requested herein followed all proper 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:

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

Contract ID	Date	Amount

## AUTHORIZATION

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

RDALLEVA

03-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.**

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 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



*Redacted  
COPY*

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: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. 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 (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 awarded.

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

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

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

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

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

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

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

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

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

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

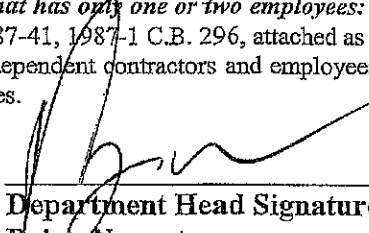
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
Brian Nugent  
Chief Deputy Commissioner

5/2/17  
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. 03/16

## **Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Dated: 4/21/17

Vendor: NY Travel Media LLC

Signed: Michael Frishev

Print Name: Michael Frishev

Title: Pres

### 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 Michael Frisler  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 4/16/15 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. 100%
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. *I have been working with the Parks Dept*

*for the past three year advertising, then events & listing, all Park museum*  
**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

- a. Been debarred by any government agency from entering into contracts with that agency? YES ☒ NO ☐ If Yes, provide details for each such instance.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.

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

**CERTIFICATION**

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

I, 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 2017

Nickolas Bertha  
Notary Public

NICKOLAS BERTHA  
Notary Public, State of New York  
No. 5003086  
Qualified in Nassau County  
Commission Expires Oct. 12, 2018

NY Travel Media LLC  
Name of submitting business

Michael Frishe  
Print name

Michael Frishe  
Signature  
Pres

Title  
4, 21, 17  
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: 4/21/17

1) Proposer's Legal Name: NY Travel Media LLC

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years: None

3) Mailing Address (if different): \_\_\_\_\_

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

Does the business own or rent its facilities? \_\_\_\_\_

4) Dun and Bradstreet number: NO

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation ☒   
Other (Describe) LLC

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 ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each \_\_\_\_\_

such conviction \_\_\_\_\_

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists



b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that a possible conflict arises, I will inform the County of the possible conflict and allow the County to determine if an actual conflict exists

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

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

- i) Date of formation;
- 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.

*See attached*

B. Indicate number of years in business. 6 yrs.

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 Hempstead Tourism

Contact Person Beverly Herten

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

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

E-Mail Address \_\_\_\_\_

Company Pole Position Raceway

Contact Person Zachery Thiigpen

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company GROSSMAN Goldberg LLC

Contact Person DANIEL Goldberg

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

## 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 1<sup>st</sup> 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 to this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

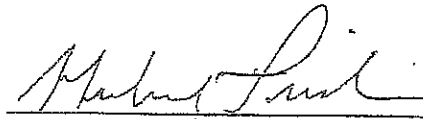
A - Mike Frisken Sole Principal  
See Attached Resume

B - N/A

C - Worked together with NYC Visitor  
& Convention Bureau to promote tourism  
in the NYC marketplace. Also worked with  
E ZUCB And performed the same duties as  
above

D - See Attached Letterhead

APPROVED AND SUBMITTED BY:



(Signature)

PRINT NAME: Michael Frisken

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 Frishev, 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, 2016 2017

Nickolas M. Harris  
Notary Public

NICKOLAS HARRIS  
Notary Public, State of New York  
No. 5003086  
Qualified in Nassau County  
Commission Expires Oct. 13, 2018

Name of submitting business: NY Travel Media LLC

By: Michael Frishev  
Print name  
Michael Frishev  
Signature  
Pres  
Title

4, 21, 17  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: NY Travel Media LLC

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

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

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michael Frisken 32 East Park

Old Bethpage NY 11804

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 Frisken

32 East Park Dr Old Bethpage NY 11804

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

None

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

(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: 4/21/17

Signed: Michael Frush

Print Name: Michael Frush

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 [REDACTED] (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. Term. 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. Program. 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.

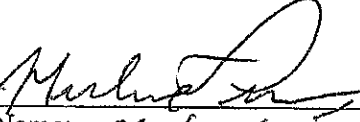
(iii) Reconciliation – If the contract is terminated for any reason prior to completion of Program due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when Program was due, whichever is sooner.

3. 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 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 TRAVEL MEDIA LLC

By:   
Name: Michael Frank  
Title: Pres  
Date: 8/21/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 24th day of April in the year 2017 before me personally  
came Michael Fisher to me personally known, who, being by me duly  
sworn, did depose and say that he or she resides in the County of Nassau; and  
that he or she signed his or her name hereto and has executed the above instrument.

Maryann Williams  
NOTARY PUBLIC

Maryann Williams  
Notary Public - State of New York  
No. 01WI6238627  
Qualified in Nassau County  
Commission Expires Apr. 11, 2019

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

On the \_\_\_\_ day 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



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

PRODUCER Eastern Classic Coverage [REDACTED]	CONTACT NAME: Bob Bleistein PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL: [REDACTED] ADDRESS: [REDACTED]
INSURED NY TRAVEL MEDIA LLC [REDACTED] Plainview	INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BP148537Q2017	04/24/2017	04/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Not Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ Not Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder, Nassau County, is included as an additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau 1550 Franklin Avenue Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Bleistein
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Contract ID#: COPK16000067Department: Parks, Rec & Museums**E-177-16****HOTEL/MOTEL TAX GRANT FUND**

SERVICE: Professional Services

**Contract Details**NIFS ID #: COPK16000067 NIFS Entry Date: 6/24/16 Term: June 15, 2016-May 31, 2017

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

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

**Agency Information**

Vendor	
Name: NY Travel Media LLC	Vendor ID#
	46 345 8159
Address 1662 Old Country Road Plainview, NY 11803	Contact Person: Michael Frisher
	Phone: 516-816 1310
REG: Travel Host of LI. EMAIL: mike@intheknowny.com	Fax:

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378
Fax 516-572-0227

**Routing Slip**

Brian Nugent Chief Deputy Commissioner

Date 6/24/16

Frank Camerlengo, Dep. Commissioner

Date

Eileen Krieb, CSR

Date 6/24/16

DATE	DEPARTMENT	Internal Notification	DATE	SIGNATURE	App. Required
6/24/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	6/27/16	<i>John A. H.</i>	
6/28/16	OMB	NIFS Approval (Contractor Registered)	6/28/16	<i>John A. H.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/5/16	County Attorney	CA RE & Insurance Verification	7/5/16	<i>G. Amato</i>	
7/6/16	County Attorney	CA Approval as to form	7/6/16	<i>Jacky J. J.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval	7/27/16	<i>Jacky J. J.</i>	
	Comptroller	NIFS Approval	7/27/16	<i>John A. H.</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	7/18/16	<i>John A. H.</i>	

**Contract Summary**

PR5254 (1/06)



Contract ID#:

CQDK16000067



Department: Parks, Rec &amp; Museums

Description Promoting tourism in hotels/motels in Nassau county through a printed Travel Guide
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's 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
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: \$48,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$ 48,000.00
Professional Services CONTRACT PROCESSING FEE 2/60 - copy attached
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

### Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	905 9700
Object:	41 500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$48,000.00
<b>TOTAL</b>	<b>\$48,000.00</b>

LINE	INDEX OR BGT CODE	AMOUNT
1	PK9059700041500	\$48,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$48,000.00</b>

Document Prepared By: L. Rosenthal

Date: 6/21/16

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name: <i>[Signature]</i> Date: 7/18/16 (For Office Use Only)	
Name: <i>Michael A. Cohen</i>	Name: <i>[Signature]</i>				
Date: 8/11/16	Date: 8/11/16	E #:			

E-17716

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  
Nassau County Legislature  
By Voice Vote on 7-25-16  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

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: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("X") 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. 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 (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 awarded.

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

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

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

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

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

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

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

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

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

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

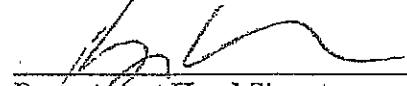
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 CB 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 CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Dated: 2/10/16

Vendor: NY Travel Media LLC

Signed: Michael Frisch

Print Name: Michael Frisch

Title: 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 Michael Frisher  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) NONE  
City/state/zip NONE  
Telephone NONE  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President 2/15/17 Treasurer 1/1/17  
Chairman of Board 1/1/17 Shareholder 1/1/17  
Chief Exec. Officer 1/1/17 Secretary 1/1/17  
Chief Financial Officer 1/1/17 Partner 1/1/17  
Vice President 1/1/17  
(Other) [REDACTED]
3. Do you have an equity interest in the business submitting the questionnaire?  
NO    YES    If Yes, provide details.  
[REDACTED]
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    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 listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☐ YES ☒ If Yes, provide details. *I HAVE BEEN WORKING WITH THE PARKS DEPT. FOR THE PAST THREE YEARS, ADVERTISING THEIR EVENTS AND LISTING SMALL PARKS AND MUSEUMS PRESENTED.*

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? NO ☒ YES ☐ 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? NO ☒ 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? NO ☒ 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 felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES ☐ 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? 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

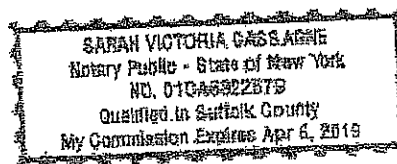
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS 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 Frisher, 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 10<sup>th</sup> day of February 2010

Sarah Cassagne  
Notary Public



N Y Travel Media LLC  
Name of submitting business

Michael Frisher  
Print name

[Signature]  
Signature

Owner  
Title

2/9/10  
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: 2/10/16

1) Proposer's Legal Name: NY Travel Media LLC

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

[REDACTED]

3) Mailing Address (if different): Same

Phone: [REDACTED]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NO

5) Federal I.D. Number: [REDACTED]

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

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 ☒ 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 businesses? No ☒ Yes \_\_\_ If Yes, provide details for each

such conviction \_\_\_\_\_

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. IN the event that a possible conflict arises, I will inform the County of the possible conflict and allow the County to determine if an actual conflict exists

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

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

- i) Date of formation: 2/15/12
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see Appendix D Principal Questionnaire form HP
- iii) Name, address and position of all officers and directors of the company; see Appendix D
- iv) State of Incorporation (if applicable); NY
- v) The number of employees in the firm; 1
- vi) Annual revenue of firm; [REDACTED]
- vii) Summary of relevant accomplishments see Appendix B AND Resume
- viii) Copies of all state and local licenses and permits. NOT needed

B. Indicate number of years in business. 4 1/2

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 [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Pole Position Raceway

Contact Person Zachery Thigpen

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Cottman Goldberg LLC

Contact Person Danndow Goldberg

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

APPENDIX C

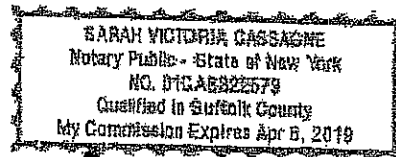
CERTIFICATION

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I, Michael Faishen, 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 17<sup>th</sup> day of February, 2016

Sarah Cassagne  
Notary Public



Name of submitting business: NY Travel Medica LLC

By: Michael Faishen  
Print name

[Signature]  
Signature

Owner  
Title

2, 9, 16  
Date



COUNTY OF NASSAU

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

1. Name of the Entity: NY Travel Media LLC

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

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

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michael Frisher

1662 Old Country Road Plainview, NY 11803

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 Frisher 1662 Old Country Road Plainview NY 11803

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

None

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

(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~~

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: 2/18/14

Signed: Michael Frisken

Print Name: Michael Frisken

Title: Publisher

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 (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 [REDACTED] (the "Contractor").

### 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

WHEREAS, 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;

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

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

1. Term. This Agreement shall commence on 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. Program. 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) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors 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) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (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) 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 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. Indemnification; Defense; Cooperation. (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 generality 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 (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.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented

to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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. 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.

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) 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.

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 services pursuant a written agreement.

Date(s): YEARLY TERM

Location: Nassau County, New York

**Certificate Holder:**

County of Nassau  
1550 Franklin Avenue  
Mineola, New York 11501

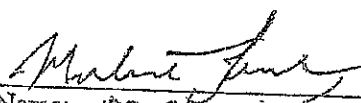
NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

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.


{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.

NY Travel Media LLC

By:   
Name: Michael Frisch  
Title: President  
Date: 6/17/16

NASSAU COUNTY

By:   
Name: Charles Ribando  
Title: County Executive  
(or) Chief Deputy County Executive  
(or) ☒ Deputy County Executive  
Date: 6/23/16

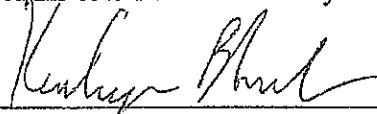
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17<sup>th</sup> day of June in the year 2016 before me personally came Michael Frester 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 owner of NY Travel Media LLC, 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

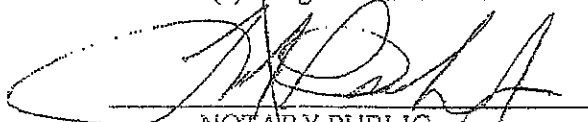
**KARNDEEP BHINDER**  
Notary Public - State of New York  
No. 01BH6288673  
Qualified in Suffolk County  
My Commission Expires September 09, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23 day of August in the year 2016 before me personally came Charles Libardi to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or Chief Deputy County Executive or ☒ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

  
NOTARY PUBLIC

**CHARLES LIBARDI**  
Notary Public - State of New York  
Qualified in Suffolk County  
My Commission Expires September 09, 2017

*[Faint handwritten notes at the bottom of the page]*

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

[illegible]





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 Frisken (Name)  
[REDACTED] (Address)  
[REDACTED] (Telephone Number)

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

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

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

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

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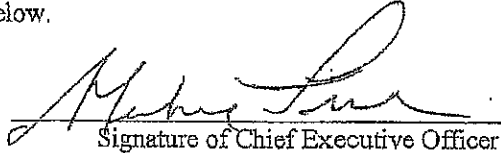
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

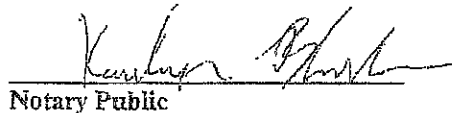
Dated 6/16/16

  
Signature of Chief Executive Officer

Michael Friseman  
Name of Chief Executive Officer

Sworn to before me this

17<sup>th</sup> day of June, 2016.

  
Notary Public

**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 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.

NY TRAVEL MEDIA LLC

165

1-1967/260  
465

6/22/12

Date

Pay to the  
Order of

NASSAU County

\$ 160.00

One hundred sixty

Dollars



Bank

America's Most Convenient Bank®

For

Deposit Screen Controls

*[Signature]*

Security  
Features  
Control on  
Back

MP

E-134-17  
ADDITIONAL BACKUP

Additional Information

Clerk Item: E-134-17

Armor Correctional Services

RECEIVED  
MASSACHUSETTS  
CLERK OF THE SUPERIOR COURT  
2017 MAY 19 AM 10:41



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Dated: 5/15/2017

Vendor: Armor Correctional Health Services of New York,

Signed: Bruce A. Teal

Print Name: Bruce A. Teal

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, 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 \_\_\_\_ 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. 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 X NO \_\_\_\_  
If Yes, provide details. See attached

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

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

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

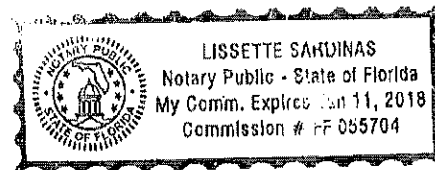
**CERTIFICATION**

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

I, Bruce 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 May 2017

Lisette Sardin  
Notary Public



Armor Correctional Health Services of NY, Inc

Name of submitting business

Bruce Teal  
Print name

[Signature]  
Signature

CEO

Title

5, 15, 2017  
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 \_\_\_ 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 X NO \_\_\_\_  
If Yes, provide details. See attached

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

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

## **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

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. New York State Attorney General
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

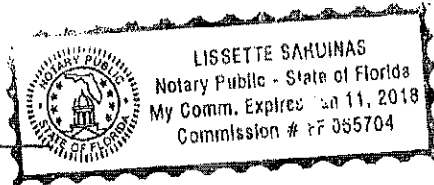
**CERTIFICATION**

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I, 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.

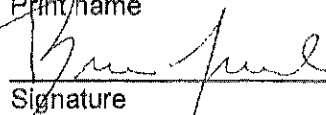
Sworn to before me this 15 day of May, 2017

  
Notary Public



Armor Correctional Health Services of NY, Inc  
Name of submitting business

Bruce A. Teal  
Print name

  
Signature

Chief Executive Officer  
Title

5 / 15 / 2017  
Date

### Business History Form

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

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

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

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

Date: 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

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : 305/662.8522

Does 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 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: \_\_\_\_\_

- 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 details. Armor Correctional Health Services, Inc.
- 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 Attorney General
- 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

*Settlement  
\* Attached*

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. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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:

\* See Attached

- 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.
- 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 \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

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

E-Mail Address \_\_\_\_\_

## CERTIFICATION

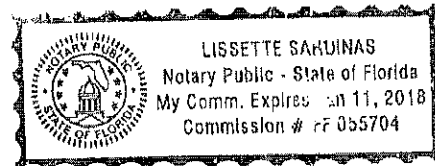
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Bruce 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 May

2017

Lissette Sahuinas  
Notary Public



Name of submitting business: Armor Correctional Health Services of New York, Inc.

By: Bruce A. Teal  
Print name  
Bruce Teal  
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@bcsso.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.

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**SUPREME COURT OF THE STATE OF NEW YORK -  
NEW YORK COUNTY**

PRESENT: BLUTH, ARLENE P.  
**ARLENE P. BLUTH** *Justice*  
J.S.C.

PART 32

PEOPLE OF THE STATE OF NEW

INDEX NO. 450835/2016

MOTION DATE 10/18/2016

- v -

ARMOR CORRECTIONAL HEALTH

MOTION SEQ. NO. 001

The following papers, numbered 1 to \_\_\_\_\_, were read on this application to/for \_\_\_\_\_  
 Notice of Motion/ Petition/ OSC - Affidavits - Exhibits ..... No(s) \_\_\_\_\_  
 Answering Affidavits - Exhibits ..... No(s) \_\_\_\_\_  
 Replying ..... No(s) \_\_\_\_\_

Upon the foregoing papers, it is ORDERED that this motion is RESOLVED via stipulation; see stipulation so-ordered on October 5, 2016.

**ARLENE P. BLUTH**  
**J.S.C.**

DATE: 10/5/2016

BLUTH, ARLENE P. , JSC

1. CHECK ONE	:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
2. APPLICATION	:	<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input checked="" type="checkbox"/> OTHER
3. CHECK IF APPROPRIATE :		<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
		<input type="checkbox"/> DO NOT POST	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> 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.

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**STIPULATION OF SETTLEMENT AND DISCONTINUANCE**

1. 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.

15. For purposes of this Agreement, Paragraph 13(a) above shall not apply to 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.

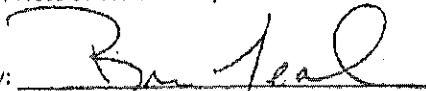
20. This Agreement may not be modified orally, but may be modified only by a writing signed by each Party.

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

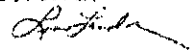
by facsimile transmission or in Adobe Portable Format (PDF) sent by electronic mail shall be deemed to be in original signatures.

For Respondents, Armor Correctional  
Health Medical Services of New York, Inc.,  
P.C. and Armor Correctional Health  
Services of New York, Inc.

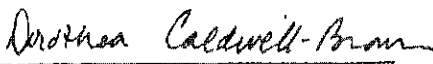
By: 

Date: 9/30/16  
Bruce Teal, CEO

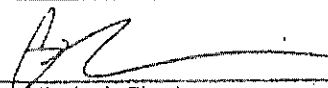
For the NYAG:

By:   
Lisa Landau  
Bureau Chief  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

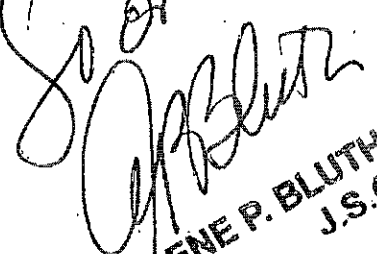
Date: 10/3/16

By:   
Dorothea Caldwell-Brown  
Assistant Attorney General  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/4/16

By:   
Elizabeth Chesler  
Assistant Attorney General  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/3/16

*So ordered*  
*10/5/16*  
*ny ny*  
  
ARLENE P. BLUTH  
J.S.C.

COUNTY OF NASSAU

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

1. 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 Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp \_\_\_\_\_ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

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

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

Armor Correctional Health Services, Inc.

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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):

None

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

None

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

None

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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: 5/15/2017

Signed: Bruce A. Teal

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: 5-12-17Term: 6/1/17 - 8/31/17

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #3 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

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

**Agency Information**

Vendor	
Name Armor Correctional Health Services of NY, Inc.	Vendor ID# 611642662-01
Address  4900 S.W. 72 <sup>nd</sup> Ave. Suite 400 Miami, FL 33155	Contact Person  Karen Davies, V.P.
	Phone  (954) 649-3043

County Department
Department Contact Narda Hall
Address  Nassau County Correctional Center 100 Carmen Ave. East Meadow, New York 11554
Phone  (516) 572-3810

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
5/12/17	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	5/12/17	<i>[Signature]</i>	
5/12/17	OMB	NIFS Approval	5/12/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/15/17	County Attorney	CA RE&I Verification	5/15/17	<i>[Signature]</i>	
5/15/17	County Attorney	CA Approval as to form	5/15/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval			
	County Comptroller	NIFS Approval			
5/15/17	County Executive	Notarization Filed with Clerk of the Leg.	5/15/17	<i>[Signature]</i>	





## 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

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$4,800,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$4,800,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1320 DE524	\$4,800,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	<b>TOTAL</b>	<b>\$4,800,000.00</b>

Document Prepared By: **Kathleen Kelly**Date: **5/12/17**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>5/15/17</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>



## Nassau County Interim Finance Authority

### Contract Approval Request Form

(As of March 2017)

1. Vendor: Armor Correctional Health Services of NY, Inc.

2. Dollar amount requiring NIFA approval: \$ \$4,800,000.00

Amount to be encumbered: \$ 4,800,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 6/1/2017-8/31/2017

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

If yes, please explain: Contractor continuing services as amendment is sent through approvals.

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Capital Improvement Fund (CAP)	Federal % <input type="text"/>
<input type="checkbox"/> Other	State % <input type="text"/>
	County % <u>100</u>

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

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

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

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

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.

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

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

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

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

## AUTHORIZATION

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

M. Bell for Roseann D'Alleva 5/12/2017  
Signature Title Date  
Maitea Worsham  
Print Name

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

\_\_\_\_\_  
Signature Title Date  
\_\_\_\_\_  
Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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

\_\_\_\_\_  
Signature Title Date  
\_\_\_\_\_  
Print Name

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

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

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE 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.

LINK TO:

## CURRENT YR BUDGET &amp; OBLIGATION SUMMARY

2:09 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 05 2017 MAY 2017

INDEX :

ORGANIZATION : CC10

CORRECTIONAL CENTER

CHARAC / OBJECT :

FDTP FUND SFND : GF GEN GEN

GENERAL FUND

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	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 PG	F9-LINK			
G012 - NEXT PAGE DISPLAYED						

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 INITIATING DEPT : CC  
INPUT PERIOD (MM YYYY) : 05 2017 MAY  
VENDOR NUMBER / SUFFIX : 611642662 01 APPROVAL TYPE : 01  
VENDOR NAME : ARMOR CORRECTIONAL HEALTH SERVICES OF NY  
VENDOR ADDRESS : 4960 SW 72ND AVENUE  
SUITE 400  
MIAMI FL 33155  
COUNTRY : USA  
ALPHA VENDOR : ARMOR CORRECTIONAL HEALTH  
BANK NUMBER :  
DUE DATE : TREAS NO :  
DOCUMENT AMOUNT : 4,800,000.00 SINGLE CHECK :  
NUMBER OF LINES : 1 CURRENCY CODE :  
TRANSACTION CODE HASH : RESPONSIBLE UNIT :  
TERMS : NOTEPAD (Y OR N) : N  
POSTING/EDIT ERRORS :  
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS  
GO08 - 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

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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	
G082 - 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.*

**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 #:** 61-1642662

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

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

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

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

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

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

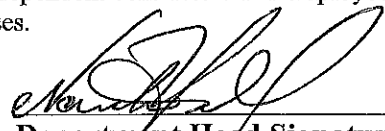
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
5/12/17  
\_\_\_\_\_  
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. 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

- 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 \_\_\_\_\_
- 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) \_\_\_\_\_
- Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. 100% owner
- 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.
- 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. 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 X NO \_\_\_\_  
If Yes, provide details. See attached

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

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

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

**CERTIFICATION**

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

I, \_\_\_\_\_, 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 \_\_\_\_ 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 X NO \_\_\_\_  
If Yes, provide details. See attached

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

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

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. New York State Attorney General
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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I, 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      day of                      20\_\_

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

Armor Correctional Health Services of NY, Inc  
Name of submitting business

Bruce A. Teal  
Print name

\_\_\_\_\_  
Signature

Chief Executive Officer  
Title

       /        /         
Date

## **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).

Date: 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

List all other business addresses used within last five years:

\_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

Phone : 305/662.8522

Does 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 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: \_\_\_\_\_  
\_\_\_\_\_

- 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 details. \_\_\_\_\_  
Armor Correctional Health Services, Inc.
- 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 Attorney General
- 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. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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:

- 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.

*See attached*

- 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 \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

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

E-Mail Address \_\_\_\_\_

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            day of            20\_\_

Name of submitting business: Armor Correctional Health Services of New York, Inc.

Signature \_\_\_\_\_

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

# SUPREME COURT OF THE STATE OF NEW YORK - NEW YORK COUNTY

PRESENT: BLUTH, ARLENE P.  
**ARLENE P. BLUTH** Justice  
J.S.C.

PART 32

PEOPLE OF THE STATE OF NEW

INDEX NO. 450835/2016

MOTION DATE 10/18/2016

- v -

ARMOR CORRECTIONAL HEALTH

MOTION SEQ. NO. 001

The following papers, numbered 1 to \_\_\_\_\_, were read on this application to/for \_\_\_\_\_  
 Notice of Motion/ Petition/ OSC - Affidavits - Exhibits ..... No(s) \_\_\_\_\_  
 Answering Affidavits - Exhibits ..... No(s) \_\_\_\_\_  
 Replying ..... No(s) \_\_\_\_\_

Upon the foregoing papers, it is ORDERED that this motion is RESOLVED via stipulation; see stipulation so-ordered on October 5, 2016.

**ARLENE P. BLUTH**  
**J.S.C.**

DATE: 10/5/2016

BLUTH, ARLENE P., JSC

1. CHECK ONE	:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
2. APPLICATION	:	<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input checked="" type="checkbox"/> OTHER
3. CHECK IF APPROPRIATE :		<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
		<input type="checkbox"/> DO NOT POST	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> 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.

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**STIPULATION OF SETTLEMENT AND DISCONTINUANCE**

1. 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.

15. For purposes of this Agreement, Paragraph 13(a) above shall not apply to 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.

By: Bruce Teal

Date: 9/30/16

Bruce Teal, CEO

For the NYAG:

By: Lisa Landau

Lisa Landau  
Bureau Chief  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/3/16

By: Dorothea Caldwell-Brown

Dorothea Caldwell-Brown  
Assistant Attorney General  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/4/16

By: Elizabeth Chesler

Elizabeth Chesler  
Assistant Attorney General  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/3/16

So ordered  
10/5/16  
ARLENE P. BLUTH  
J.S.C.

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through August 17, 2012.

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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
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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.

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COUNTY OF NASSAU

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

1. 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 Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp \_\_\_\_\_ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Jose Armas at same address

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

Jose Armas

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

Armor Correctional Health Services, Inc.

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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):

None

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

None

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

None

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

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

Dated: \_\_\_\_\_ 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. Full Force and Effect. 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.

**COUNTY OF NASSAU**

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

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

Title: \_\_\_\_\_

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

**ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.**

By: 

Name: Bruce Teal

Title: CEO

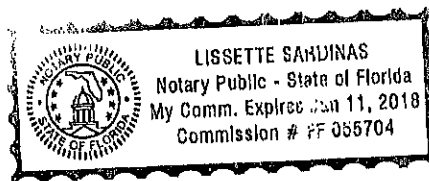
Date: 5/12/2017

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 Somner; that he or she is the CEO of Amor Correctional Health Services, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day 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 **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.

.....

Contract ID# CCCC11000005  
CLCC15000006



Department: N. C. Sheriff's Dept.

**E-96-15**

### Contract Details

SERVICE: Comprehensive Inmate Health Care Services

NIFS ID #: CLCC15000006    NIFS Entry Date: 4/28/15    Term: from 6/1/15 to 5/31/17

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

### Agency Information

Vendor	
Name Armor Correctional Health Services of NY, Inc.	Vendor ID# 611642662-01
Address 4900 S.W. 72 <sup>nd</sup> Ave. Suite 400 Miami, FL 33155	Contact Person Karen Davies, V.P.  Phone 954-649-3043 e-mail:

County Department	
Department Contact Kathleen Kelly	
Address Nassau County Correctional Center 100 Carman Ave. East Meadow, NY 11554	
Phone 516-572-3810	

### Routing Slip

DATE RECD	DEPARTMENT	Internal Verification	DATE APPROVAL	SIGNATURE	FOR APPROVAL REQUIRED
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	4/30/15	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	5/14/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	5/14/15	[Signature]	
	County Attorney	CA Approval as to form	5/14/15	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA	5/15/15	[Signature]	
	County Attorney	NIFS Approval	5/15/15	[Signature]	
	Comptroller	NIFS Approval	5/15/15	[Signature]	
5/14/15	County Executive	Notarization Filed with Clerk of the Leg.	5/14/15	[Signature]	

Contract ID# CCCC11000005  
CLCC15000006



Department: N. C. Sheriff's Dept.

## Contract Summary

<b>Description:</b> Comprehensive Inmate Health Care Services 6/1/15 to 5/31/17
<b>Purpose:</b> To renew the original agreement for an additional two years pursuant to Section 1, Term of the original agreement.
<b>Method of Procurement:</b> N/A <i>2 additional years, main adds to be 4 year original term. Appears to be an acceptable departure from the RFP and original contract terms, particularly given that contractor is anticipated doing a new RFP.</i> (152)
<b>Procurement History:</b> An RFP was published on 7/30/09. Contractor was found to be the most responsible/qualified bidder with the most reasonable costs.
<b>Description of General Provisions:</b> Contractor will continue to provide comprehensive medical, mental health and ancillary services to inmates in the custody of the Nassau County Sheriff's Department.
<b>Impact on Funding / Price Analysis:</b> Additional funds are required for the renewal period of two years, with a budget impact of \$11,010,000.00 per year.
<b>Change in Contract from Prior Procurement:</b> Contractor is providing additional staff to provide services, and has added a service.
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	524
Transaction:	CA

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXX</del>
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 0.01</b>

LINE	INQ/DIRTY CODE	AMOUNT
1	CCGEN1320/DE524	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kathleen Kelly/ Capt. Keith Sather

Date: 4/28/15

<b>NYS Certification</b>		<b>Continued Use - For Signature</b>		<b>County Executive Approval</b>	
I certify that this document was adopted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <i>[Signature]</i>	
Name: <i>[Signature]</i>		Name: <i>[Signature]</i>		Date: <i>5/4/15</i>	
Date: <i>6/12/15</i>		Date: <i>Edgewood, 2015</i>		(For Office Use Only)	
				E #:	

E-96-15

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.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6-1-15  
VOTING:  
ayes 7 nayes 0 abstained 0 recused 0  
Legislators 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.



## **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 inmates 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. Payment, 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. Term Renewal. 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


By: 

Name: Charles Pugh

Title: Dep. County Exec.

Date: 6/19/15

Armor Correctional Health Services of New York, Inc.

By: 

Name: KAREN DAVIES

Title: President

Date: 04/29/2015

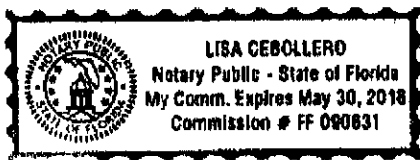
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 28 day of April in the year 2015 before me personally came Kara Daines 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 \_\_\_\_\_ 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.

Lisa Cebollero  
NOTARY PUBLIC



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; 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE026026  
Qualified in Nassau County  
Commission Expires April 02, 2016

Contract # 000011000005-02Department Nassau County Sheriff's Dept.

## Contract Details

SERVICE Comprehensive Inmate Health Care  
ServicesNIFS ID #: CLCC13000001 NIFS Entry Date 6/28/13 Term: from 6/1/13 to 5/31/15

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

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

## Agency Information

Vendor	
Name <u>Armor Correctional Health Services of NY, Inc.</u>	Vendor ID# <u>611642662-01</u>
Address <u>4960 S.W. 72nd Ave.</u> <u>Suite 400</u> <u>Miami, Fla. 33155</u>	Contact Person <u>Karen Davies, V.P.</u> Phone <u>954-649-3043</u>

County Department	
Department Contact <u>Linda Bednor</u>	
Address <u>Nassau County Correctional Center</u> <u>100 Carman Ave., East Meadow, NY 11554</u>	
Phone <u>516-572-3810</u>	

## Routing Slip

DATE	DEPARTMENT	Internal Verification	SIGNATURE	DATE
6/28	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	7/2/13 <i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval <input type="checkbox"/>		
	Department	Vendor Administration <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		
	County Attorney	CA RE&I Verification <input type="checkbox"/>	6/28/13 <i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	6/28/13 <i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	7/8/13 <i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	7/11/13 <i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/15/13 <i>[Signature]</i>	

PR5254 (8/03)

Contract ID#: CQCC11000005

CLCC13000001



Department: County Sheriff's Dept.

County Executive	Notarization Filed with Clerk of the Court		
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## Contract Summary

<b>Description:</b> Comprehensive Inmate Health Care Services 6/1/13 to 5/31/15
<b>Purpose:</b> To renew the original agreement for an additional two years pursuant to Section I. <u>Term</u> of the original agreement.
<b>Method of Procurement:</b> N/A
<b>Procurement History:</b> An RFP was published on 7/30/09. Contractor was found to be the most responsible/qualified bidder with the most reasonable costs.
<b>Description of General Provisions:</b> Contractor will continue to provide comprehensive medical, mental health and ancillary services to inmates in the custody of the Nassau County Sheriff's Department.
<b>Impact on Funding / Price Analysis:</b> Additional funds are required for the renewal period of two years, with a budget impact of \$11,740,605.00 per year. \$6,848,686.25 for first 7 months in 2013.
<b>Change in Contract from Prior Procurement:</b> Contractor is providing additional staff to provide the services, and has added a service.
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	524
Transaction:	CA

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$6,848,686.25
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 6,848,686.25</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	CCGEN1320 / DE524	\$6,848,686.25
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$6,848,686.25</b>

Document Prepared By: Linda Bednor/ Elizabeth Loconsolo

Date: 6/28/13

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

PR5254 (8/03)

7/24/13

7/25/13

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:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators 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.



RULES RESOLUTION NO. - 2013

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 the 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: Amor 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 ("X") 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 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.]. unknown [#] of potential proposers requested copies of the RFP. Proposals were due on 10/13/09 [date]. 7 [#] proposals were received and 6 evaluated. \*\* The evaluation committee consisted of: Representatives of County OMB, County DOH, County OMI, 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.

\*\*one proposer was disqualified.

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

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

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

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

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

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

  
Date

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

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

**AMENDMENT NO. 1**

AMENDMENT, dated as of \_\_\_\_\_, 2013 (together with the Original Agreement and any and all attachments thereto; and any and all appendices and attachments hereto, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department"), and (ii) Armor Correctional Health Services of New York, Inc., a Florida corporation having its principal corporate offices at 4960 S.W. 72<sup>nd</sup> Avenue, Suite 400, Miami, Florida 33155 (the "Contractor").

**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. Payment, 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 (l) 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). Payment of the Original Agreement and revise the Staffing Matrix to reflect the increased staffing, and subsection (l) of paragraph 3. Services to add an additional service;

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

1. Term Renewal. 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 "Amended Agreement"), 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. (1) Provision of Services to Sheriff's Department Personnel. In addition to the services provided for in subdivisions (1) and (2) of subsection (1) 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. Staffing. 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.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ARMOR CORRECTIONAL HEALTH SERVICES  
OF NEW YORK, INC.

By: 

Name: Ken Palumbo

Title: COO

Date: 6/10/2013

COUNTY OF NASSAU

By: 

Name: Richard R. Walker  
Chief Deputy County Executive

Title: Chief Deputy County Executive

Date: 8/1/13

PLEASE EXECUTE IN BLUE INK

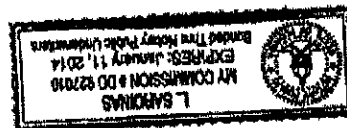
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 10 day of June in the year <sup>2013</sup>~~2011~~ before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the COO of Amar City NY, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1 day of August in the year <sup>2013</sup>~~2011~~ before me personally came Doreen R. Pennica to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Chief 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.



DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011



**Electronic Articles of Incorporation  
For**

P11000022212  
FILED  
March 03, 2011  
Sec. Of State  
Tallahassee

**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 corporation 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  
Shivers

#### 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 this 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

Title: S  
MARTA SOLODKO  
4960 SW 72ND AVE, SUITE 400  
MIAMI, FL 33155


#### Article VIII

The effective date for this corporation shall be:

03/03/2011

NUMBER

SHARES



**ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.**

AUTHORIZED SHARES 100 COMMON

PAR VALUE \$1.00 PER SHARE

**Witness**

*Jose Armas*

100

*is the*

*Off*

*Shares*

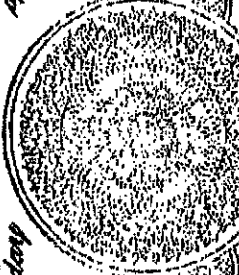
of the Common Stock of


ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.


Fully Paid and Non-Assessable

transferrable only on the books of the Corporation by the holders hereof in person or by attorney upon surrender of this Certificate properly endorsed.

In WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers, and its Corporate Seal to be hereunto affixed, this 3rd day of March, 2011.



  
PRESIDENT

  
SECRETARY

Contract ID#:                     Department: Nassau County Sheriff's Department

## Contract Details

SERVICE Inmate Medical CareNIFS ID #: C9CC11060005NIFS Entry Date: 3/21/11 Term: from 5/14/2011 to 5/13/2013

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

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

## Agency Information

Vendor	
Name: <u>Amor Correctional Health Services, of New York, Inc.</u>	Vendor ID# <u>                    </u>
Address: <u>4960 S.W. 72 nd Ave., Suite 400 Miami, Fla. 33155</u>	Federal Tax ID# <u>61-1642662</u>
	Contact Person <u>Karen Davies, V.P.</u>
	Phone <u>954-649-3043</u>

County Department	
Department Contact <u>Elizabeth J. Loconsolo</u>	
Address <u>NOCC 100 Canaan Avenue East Meadow, NY 11554</u>	
Phone <u>516-572-3446</u>	

## Routing Slip

DATE	DEPARTMENT	Internal Verification	SIGNATURE	DATE	SIGNATURE
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>	<u>3/21/11</u>	<u>                    </u>	
<u>3/22/11</u>	OMB	NIFS Approval <input checked="" type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval <input type="checkbox"/>			
	Department	Vendor Administration <input type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>			
<u>3/22/11</u>	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>	
<u>3/22/11</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> Leg. <input type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>	
	County Attorney	Fw'd Original K to CA <input type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>	
	County Comptroller	NIFS Approval <input type="checkbox"/>	<u>4/1/11</u>	<u>                    </u>	

Contract ID#: \_\_\_\_\_

Department: Nassau County Sheriff's Department

County Executive	Notarization Filed with Clerk of the Superior Court	<i>[Signature]</i>	<i>[Signature]</i>
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## Contract Summary

**Description:** Medical, Mental Health; Dental & Ancillary Services to inmates in the custody of the NC Sheriff's Dept.

**Purpose:** Vendor to provide the above-referenced services to inmates in the custody of NC Sheriff's Department and/or incarcerated at NOCC.

**Method of Procurement:** Request for Proposals (#SH0723-0924) published on July 30, 2009.

**Procurement History:** RFP was published on 7/30/09; proposals were due and received on 10/13/09; letter of award to selected vendor, Armor, was sent out January 4, 2011.

**Description of General Provisions:** The vendor will be responsible for providing medical, mental health, dental and ancillary services to inmates incarcerated at NOCC; for operating an onsite infirmary and onsite specialty clinics; for making appropriate referrals for hospital admissions, ER and offsite services not available at NOCC.

**Impact on Funding / Price Analysis:** The funding for the first year is \$11,280,005.00; the 2nd year funding may be increased by the Consumer Price Index or 4%, whichever is lower.

**Change in Contract from Prior Procurement:** No prior procurement history for these services.

**Recommendation:** (approve as submitted)

## Advisement Information

ADDENDUM CODE	
Fund:	GEN
Control:	10
Resp:	1920
Object:	524
Transaction:	CR

UNITARY	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$11,280,005
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$11,280,005</b>

LINE	INDEX/NOTICE CODE	AMOUNT
1	CCGEN1320/DE524	\$11,280,005
2		\$
3		\$
4		\$
5		\$
APPROVED: <i>[Signature]</i> 3/22/11		\$ (DATE)
INSURANCE SECTION		\$
<b>TOTAL</b>		<b>\$11,280,005</b>

Document Prepared By: *[Signature]*

Date: 3/22/11

I certify that this document was accepted into NIFS. Name: <i>[Signature]</i> 5/5/11	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>[Signature]</i> 4/24/11	Name: <i>[Signature]</i> Date: 3/22/11
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PR5254 (8/03)

E-68-11

RULES RESOLUTION NO. 99 2011

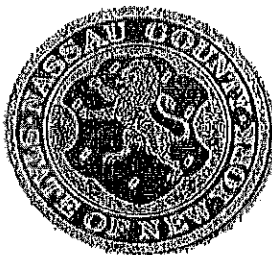
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU  
COUNTY SHERIFF'S DEPARTMENT AND ARMOR CORRECTIONAL  
HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 4/18/11  
VOTING:  
ayes 4 nays 2 abstained \_\_\_\_\_ recused \_\_\_\_\_  
Legislators present: 6

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: Amor 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 ("X") 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 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.]. unknown [#] of potential proposers requested copies of the RFP. Proposals were due on 10/13/09 [date]. 7 [#] proposals were received and 6 evaluated. <sup>\*\*</sup> The evaluation committee consisted of: Representatives of County OMB, County DOH, County OMH, 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.

\*\*one proposer was disqualified.

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

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

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

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

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

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

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



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

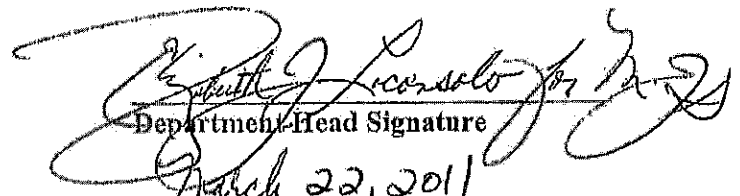
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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  
March 22, 2011  
Date

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

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 20\_\_11\_\_ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (I) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554, (the "Department"), and (II) Armor Correctional Health Services of New York, Inc., a Florida corporation, having its principal office at 4960 S.W. 72<sup>nd</sup> Ave, Suite 400, Miami, FL 33155 (the "Contractor").

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

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

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

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

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

1. Term. This Agreement shall commence on 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.

(j) "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 dietitians.

(k) "Health Contract Administrator" as used herein is the County employee designated to oversee administration of and monitor compliance with this Agreement on behalf of the County and Department.

(l) "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 jail-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 jails, prisons and police lock-ups.

(p) "Minimum standards" as used herein are the standards promulgated by the SCOC for the management of county jails, and the care, 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 6. 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. Services. 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 Contractor's 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 Contractor. 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/penalties/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 NCCC 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 County Department of Health as required pursuant to New York State and Local 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 health care practitioner.

(l) 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 protocol developed 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) Discharge Planning: 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.

(q) Substance abuse treatment: (1) Contractor shall assess all inmates at intake for drug and/or alcohol dependency and symptoms of withdrawal. All inmates 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 NCOHC 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) Dental care: Armor shall provide all inmates with dental screening within [7] seven days of admission to NCCC. Services shall not include elective procedures, and shall include services for the purpose of relieving pain and/or ensuring the inmates 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. Reporting Requirements. 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
- ED 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:

- Infirmery: 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) months 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. 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 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 Contractor 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 Inmate'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 diem 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 diems 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) 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.

(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 (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.

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. 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.

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the 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. 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 inmates remanded to the custody of the Department; and any other information otherwise protected from disclosure pursuant to local, state and/or federal law.

10. 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) 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. 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 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 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) 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. 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 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(ies) 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(ies) 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 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.

13. 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.

14. 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 (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 failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement; 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 with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

(b) Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused, without limitation, by strikes, inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, failure 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 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.

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 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, 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. 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.

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.

23. Administrative Service Charge. 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) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

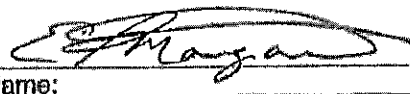
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

ARMOR CORRECTIONAL HEALTH SERVICES OF  
NEW YORK, INC.

By:   
Name: Ken Palumbo  
Title: COO  
Date: 3-17-2011

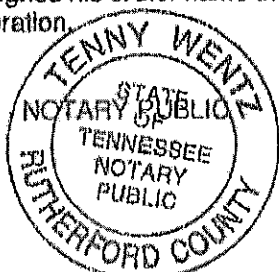
NASSAU COUNTY

By:   
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: 5-5-2011

PLEASE EXECUTE IN BLUE INK

~~Tennessee~~  
STATE OF NEW YORK  
)ss.:  
COUNTY OF ~~NASSAU~~  
Williamson

On the 17<sup>th</sup> day of March in the year 2011 before me personally came Kenneth Palombo to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Williamson; that he ~~or she~~ is the COO of Armon Correctional Center, 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.



Tenny Wentz 3-17-11  
My commission expires  
August 18, 2012

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

On the 5 day of May in the year 2011 before me personally came Ediges R. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

A handwritten signature of Brian R. Nevin.

Brian R. Nevin  
Notary Public - State of New York  
Albany County  
No. 01NE6188908  
Exp. 06/16/2012

**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 (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:

1. The chief executive officer of the Contractor is:

\_\_\_\_\_Bruce A. Teal\_\_\_\_\_ (Name)

\_\_\_\_\_4960 72<sup>nd</sup> S.W., Suite 400, Miami, FL 33155\_\_\_\_\_ (Address)

\_\_\_\_\_305 662 8522\_\_\_\_\_ (Telephone Number)

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

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

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

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

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

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

3/18/11  
Dated

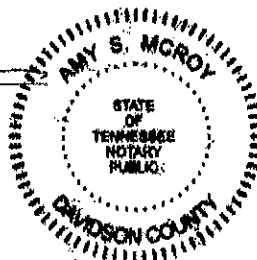
  
Signature of Chief Executive Officer

Bruce A. Teal  
Name of Chief Executive Officer

Sworn to before me this

10<sup>th</sup> day of March, 2011.

  
Notary Public



CLCC17000002



# 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).

<b>PRODUCER</b> Qualitas Insurance Group 4960 SW 72 Avenue Suite 211 Miami, FL 33155 Nicholas Valverde		<b>CONTACT NAME:</b> Destiny Kaiser <b>PHONE (A/C, No, Ext):</b> 786-542-9188 <b>FAX (A/C, No):</b> 786-801-1163 <b>E-MAIL ADDRESS:</b> dkaiser@q-ig.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ProAssurance Specialty	
		<b>INSURER B:</b> Ironshore Speciality Ins Co	
		<b>INSURER C:</b> Landmark American	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ES1855 ES1855	12/01/2016 12/01/2016	12/01/2017 12/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		005861789	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<input checked="" type="checkbox"/> Excess Liability	X	LHZ760787	12/01/2016	12/01/2017	Ea Claim 3,000,000 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

Nassau County Correctional Facility  
 100 Carmen Ave  
 East Meadow, NY 11554

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



U-15-17

**Contract Details**SERVICE: ChaplaincyNIFS ID #: COCC17000003 NIFS Entry Date: 12/30/16Term: from 1/1/17 to 12/31/17

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

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

**Agency Information**

Vendor	
The New York Board of Rabbis	131809283
Address	Contact Person
171 Madison Avenue Suite 1602 New York, NY 10016	Joseph Potasnik
	Phone 212 983-3521 e-mail:

County Department
Narda Hall
Address
100 Carmen Ave. East Meadow, NY 11554
Phone
516-572-3810

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	1/25/17	<i>[Signature]</i>	
1/28/17	OMB	NIFS Approval (Contractor Registered)	1/30/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/3/17	County Attorney	CA RE & Insurance Verification	2/23/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2/2/17	County Attorney	CA Approval as to form	2/6/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
1/28/17	Legislative Affairs	Fw'd Original Contract to CA	2/28/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
5/1/17	County Executive	Notarization Filed with Clerk of the Leg.	5/1/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>



## Contract Summary

<b>Description:</b> Chaplaincy term 1/1/17-12/31/17
<b>Purpose:</b> To provide religious services and counseling to the inmate population at the Nassau County Correctional Center.
<b>Method of Procurement:</b> From prior year.
<b>Procurement History:</b> new contract as in prior years.
<b>Description of General Provisions:</b> New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.
<b>Impact on Funding / Price Analysis:</b> Funds required for the period 1/1/17-12/31/17 with a budget impact of \$8400.00 / yr. There is no other source of funding for this item.
<b>Change in Contract from Prior Procurement:</b> NONE
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1310
Object:	510
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$8400.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$8400.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1310/DE510	\$8400.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 8400.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Maria Love

Date: 12/30/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>5/1/17</i>
Date	Date	(For Office Use Only)
		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  
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 Rabbis

2. Dollar amount requiring NIFA approval: \$ \$8,400.00

Amount to be encumbered: \$ 8,400.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

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

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

If yes, please explain: Ongoing contract

4. Funding Source:

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

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

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

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

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

New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

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

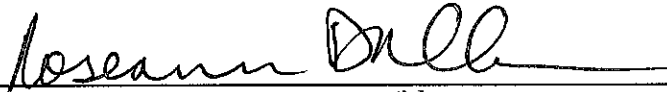
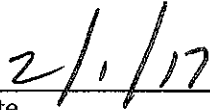
Date of approval(s) and citation to the resolution where approval for this item was provided:

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

CQCC16000009-02 New York Board of Rabbis \$8,400.00 for 2016

## 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	Date

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

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature	Title	Date
-----------	-------	------

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

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature	Title	Date
-----------	-------	------

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

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

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

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

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 #: 131809283

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

1/25/17  
\_\_\_\_\_  
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.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated: 12/27/2016

Vendor: New York Board of Rabbis

Signed: [Signature]

Print Name: Joseph Potasnik

Title: Executive 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 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

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

none

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

none

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

none

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

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

none

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.

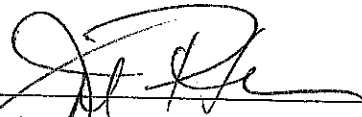
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 12/27/2016

Signed:

Print Name:

Title:



Joseph Potasnek

Executive Vice President

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

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

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 Rabbi Ammiel Hirsch  
Date of birth 1/26/1959  
Home address 243 EAST 77th ST. PHA  
City/state/zip NEW YORK, NY 10075  
Business address STEPHEN WISE FREE SYNAGOGUE  
City/state/zip 30 WEST 120th ST. NEW YORK, NY 10023  
Telephone (212) 877-4050 x221  
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 2016-2018  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_ FINANCIAL SECRETARY 2014-2016  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_ CORRESPONDING SECRETARY  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_ 2012-2014  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_

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

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

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

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

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

**CERTIFICATION**

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

[Signature] 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 25<sup>th</sup> day of February 2017

[Signature]  
Notary Public

New York Boring & Repair  
Name of submitting business

Armed Nisub  
Print name

[Signature]  
Signature

Treasurer  
Title

2/25/17  
Date

JOSEPH POTASNIK  
NOTARY PUBLIC STATE OF NEW YORK  
KINGS COUNTY  
LIC. # 02PO6258409  
COMM. EXP. 3/28/20

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

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 Joseph Potasnik - Exec V.P. / No Financial interest  
Date of birth 12 / 5 / 1946  
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 / 2004 Secretary    /    /     
Chief Financial Officer    /    /    Partner    /    /     
Vice President    /    /     
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO    ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO    ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO    ☒ If Yes, provide details.



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

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

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

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

**CERTIFICATION**

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

I, JOSEPH POTASNIK, 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<sup>th</sup> day of February 2017



SOBEIDA BATISTA  
Notary Public, State of New York  
No. 01BA6308561  
Qualified in Bronx County  
My Commission Expires 06/04/2018

Notary Public

N.Y. Board of Rabbi's  
Name of submitting business

JOSEPH POTASNIK  
Print name

Joseph Potasnik  
Signature

Exec. V.P.  
Title

2.18.17  
Date

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

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 LESTER BRONSTEIN  
Date of birth 01/06/1953  
Home address 22 HAZELTON DRIVE  
City/state/zip WHITE PLAINS NY 10603  
Business address BET AM SHALOM SYNAGOGUE  
City/state/zip 295 SOUNDVIEW AVE, WHITE PLAINS NY 10606  
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 1 / 1 / 1 Treasurer 1 / 1 / 1  
Chairman of Board 1 / 1 / 1 Shareholder 1 / 1 / 1  
Chief Exec. Officer 1 / 1 / 1 Secretary 1 / 1 / 1  
Chief Financial Officer 1 / 1 / 1 Partner 1 / 1 / 1  
Vice President 05/01/2016 - PRESENT 1 / 1 / 1  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_ NO ✓:  
If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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

I, LESTER BRONSTEIN, 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 10<sup>th</sup> day of February 2017



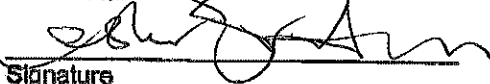
Notary Public

New York Board of Rabbis

Name of submitting business

LESTER BRONSTEIN

Print name



Signature

RABBI

Title

02/10/2017

Date

JOSEPH POTASNIK  
NOTARY PUBLIC, State of New York  
No. 02PO6258409  
Qualified in Kings County  
Commission Expires 03/26/2020

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

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 Gideon Shloush  
Date of birth 8/17/1971  
Home address 240 E. 27 st apt 4H  
City/state/zip New York, NY 10016  
Business address \_\_\_\_\_  
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 06/01/16 Treasurer 1/1/16  
Chairman of Board 1/1/16 Shareholder 1/1/16  
Chief Exec. Officer 1/1/16 Secretary 1/1/16  
Chief Financial Officer 1/1/16 Partner 1/1/16  
Vice President 1/1/16  
(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 ☒   
 If Yes, provide details.

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

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

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

**CERTIFICATION**

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

I, Gideon Shloush, 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\_\_

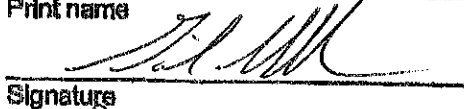
  
Notary Public

JOSEPH POTASNIK  
NOTARY PUBLIC, State of New York  
No. 02PO6258409  
Qualified in Kings County  
Commission Expires 03/26/2018

2020

New York Board of Rabbis  
Name of submitting business

Gideon Shloush  
Print name

  
Signature

President  
Title

1/1/  
Date

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

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 Elie Weinstock  
Date of birth 7/3/75  
Home address 401 East 89th Street #11K  
City/state/zip New York, NY 10128  
Business address 125 East 85th Street  
City/state/zip New York, NY 10028  
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   /  /   Treasurer   /  /    
Chairman of Board   /  /   Shareholder   /  /    
Chief Exec. Officer   /  /   Secretary   /  /    
Chief Financial Officer   /  /   Partner   /  /    
☒ Vice President 6/1/2016   /  /    
(Other) \_\_\_\_\_

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

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

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

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

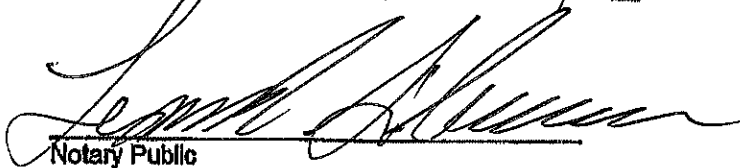
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each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

**CERTIFICATION**

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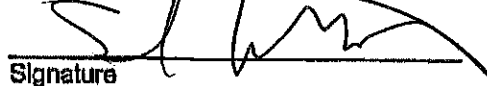
I, Eli Weinstock, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that 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 9<sup>th</sup> day of February 2017

  
Notary Public

New York Board of Rabbis  
Name of submitting business

Eli Weinstock  
Print name

  
Signature

VP  
Title

2, 9, 17  
Date

LEONARD S. SILVERMAN  
NOTARY PUBLIC, State of New York  
No. 02SI5044072  
Qualified in New York County  
Commission Expires May 22, 2019

### 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 Board of Fabric, Inc

2) Address of Place of Business: 171 Madison Ave, Ste 1602, New York, NY 10076

List all other business addresses used within last five years:

136 E 39th St, 4th Fl, New York, NY 10016

3) Mailing Address (if different): \_\_\_\_\_

Phone: 212 983 3521

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: none

5) Federal I.D. Number: 13-1809283

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership ☒ Corporation \_\_\_\_\_ Other (Describe) non-profit 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? 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 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. \_\_\_\_\_  
\_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated  
business had any sanction imposed as a result of judicial or administrative proceedings with  
respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for  
each such instance. \_\_\_\_\_  
\_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to  
pay any applicable federal, state or local taxes or other assessed charges, including but not  
limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each  
such year. Provide a detailed response to all questions checked 'YES'. If you need more  
space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space,  
photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

no conflict exists

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

no conflict exists

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

no conflict exists

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

Conflict of Interest policy attached.

- 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;
- 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.

ATTACHED

- B. Indicate number of years in business. since 1881 - 136 years
- 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 New York State Department of Corrections & Community Supervision

Contact Person Cheryl Morris (Incoming Dr. Alicia Smith-Roberts)

Address The Harriman State Campus-Building 2, 1226 Washington Ave

City/State Albany, NY 12226-2050

Telephone 518 402 1700

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

E-Mail Address Cheryl.Morris@docrs.ny.gov

Company NYS Office of Persons with Developmental Disabilities

Contact Person Tom McNamara

Address 888 Fountain Ave

City/State Brooklyn, NY 11208

Telephone 718 642 6010

Fax # 718 642 6559

E-Mail Address thomas.mcnamara@opwdd.ny.gov

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Company NYC Department of Correction

Contact Person Marcia Da Costa

Address Spring Compound 15 W. 5<sup>th</sup> St

City/State E. Elmhurst, NY 11370

Telephone 718 546 8326

Fax # 718 546 8323

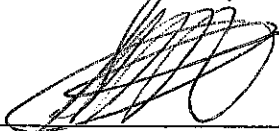
E-Mail Address Marcia.DaCosta@doc.nyc.gov

**CERTIFICATION**

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I, Joseph Potasnik, 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 <sup>5-16</sup> 28<sup>th</sup> day of December 2016



SORIDA BATISTA  
Notary Public, State of New York  
No. 01BA6303981  
Qualified in Bronx County  
My Commission Expires 08/04/2018

Notary Public

Name of submitting business: The New York Board of Rabbis, Inc.

By: Joseph Potasnik

Print name



Signature

Executive Vice President

Title

12 / 27 / 2016  
Date



February 28, 2017

i The New York Board of Rabbis, Inc. was founded in 1881 in New York City by a group of rabbis of different denominations.

iv 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.

✓  
ji 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.

ii/iii 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.

✓  
iii 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.

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### **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.

COUNTY OF NASSAU

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

1. Name of the Entity: The New York Board of Rabbis, Inc.

Address: 171 Madison Ave., Ste 1602

City, State and Zip Code: New York, NY, 10016

2. Entity's Vendor Identification Number: 131809283

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☒ Non Profit 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 Pineapple Street, Brooklyn N.Y. 11201  
Lester Bronstein 22 Hazelton Drive, White Plains, NY 10605  
Gideon Shloush 240 E 29 Street Apt 4H New York, NY 10016  
Ammiel Hirsch 243 East 77 Street, P.H.A. New York, NY 10075  
Elie Weinstock 401 East 89th Street #11K 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 lieu of completing this section.

None

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

none

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

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

none

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

there is no lobbying activity

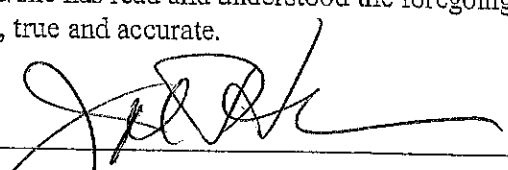
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 12/27/2016

Signed: 

Print Name: Joseph Potasnik

Title: Executive Vice President

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

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

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) TERM. 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) SERVICES. 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) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5) No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6) Compliance with Law.

- a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including but not limited to those relating to conflicts of interest, discrimination, 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) Insurance.

- a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one

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

- b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (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) Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11) Termination.

- a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.
- b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is 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) Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is

based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after 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) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

- 14) 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) 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.

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) Administrative Service Charge. 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: [Signature]  
Name: Joseph Potasnik  
Title: Executive Vice President  
Date: 12/27/2016

NASSAU COUNTY

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

(PLEASE EXECUTE IN BLUE INK)

STATE OF NEW YORK)

)ss: S.B. New York  
COUNTY OF ~~NASSAU~~

On the 27<sup>th</sup> day of December in the year 2016 before me personally came Joseph Potasnik to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the Executive Vice President of the New York Board of Rabbis 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

[Signature]

SOBEIDA BATISTA  
Notary Public, State of New York  
No. 01BA6308981  
Qualified in Bronx County  
My Commission Expires 08/04/2018

STATE OF NEW YORK)

)ss:  
COUNTY OF NASSAU)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## CONTRACT 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) TERM. 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) SERVICES. 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) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5) No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6) Compliance with Law.

- a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including but not limited to those relating to conflicts of interest, discrimination, 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) Insurance.

- a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one

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

- b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (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) Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

- 11) Termination.

- a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.
- b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is 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) Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is

based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after 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) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

- 14) 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) 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.

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) Administrative Service Charge. Inasmuch as the Contractor is a not-for-profit religious or charitable organization, the County waives imposition of the administrative charge.

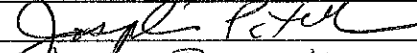
20) Executory Clause. Notwithstanding any other provision of this Agreement:

- 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:   
Name: Joseph Potasnik  
Title: Executive Vice President  
Date: 12/27/2016

NASSAU COUNTY

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

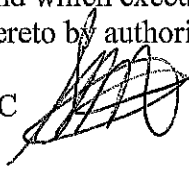
(PLEASE EXECUTE IN BLUE INK)

STATE OF NEW YORK)

)ss:  
COUNTY OF NASSAU New York

On the 27<sup>th</sup> day of December in the year 2016 before me personally came Joseph Potasnik to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the Executive Vice President of the New York Board of Rabbis 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



SOLEDAD BATISTA  
Notary Public, State of New York  
No. 01BA6303981  
Qualified in Bronx County  
My Commission Expires 08/04/2018

STATE OF NEW YORK)

)ss:  
COUNTY OF NASSAU New York

On the 28<sup>th</sup> day of December in the year 2016 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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 Patusnik (Name)

(Address) 171 Madison Ave, Ste 1602, New York, NY 10016

Number) 212-983-3521 (Telephone

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

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

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

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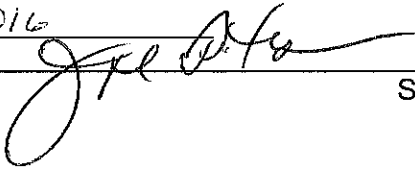
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

12/27/2016  
Dated  Signature of Chief Executive Officer  
Joseph Potasnik  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_



# 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.

**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).

<b>PRODUCER</b> SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800-767-7837 <b>E-MAIL ADDRESS:</b> request@sterlingrisk.com <b>FAX (A/C, No):</b> 516-487-0372		
<b>INSURED</b> NEWYORK-19 The New York Board of Rabbi's Inc. 171 Madison Avenue Suite 1602 New York NY 10016		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Travelers Indemnity Company		25658
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

## COVERAGES

CERTIFICATE NUMBER: 1982805247

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6600070L25814	12/4/2016	12/4/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP5534Y06614	12/4/2016	12/4/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Nassau County Correctional Facility  
100 Carmen Avenue  
East Meadow, NY 11554

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

AUTHORIZED REPRESENTATIVE

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LINK TO:

NIFS PRODUCTION SYSTEM  
DOCUMENT HEADER

12/30/2016  
10:03 AM

DOCUMENT CATEGORY	:	CQ CONTRACT NON-CAPITAL			
ENTERED BY	:	LOVE, MARIA (2-3810)			
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INPUT PERIOD (MM YYYY)	:	01 2017 JANUARY			
VENDOR NUMBER / SUFFIX	:	131809283 01	APPROVAL TYPE	:	01
VENDOR NAME	:	THE NEW YORK BOARD OF RABBIS INC			
VENDOR ADDRESS	:	171 MADISON AVENUE			
		SUITE 1601			
		NEW YORK		NY 10016	
COUNTRY	:	USA			
ALPHA VENDOR	:	THE NEW YORK BOARD OF RAB			
BANK NUMBER	:		TREAS NO	:	
DUE DATE	:		SINGLE CHECK	:	
DOCUMENT AMOUNT	:	8,400.00	CURRENCY CODE	:	
NUMBER OF LINES	:	1	RESPONSIBLE UNIT	:	
TRANSACTION CODE HASH	:				
TERMS	:		NOTEPAD (Y OR N)	:	N
POSTING/EDIT ERRORS	:				
F1-HELP		F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC		F8-SUBMIT	F9-LINK	F10-SAVE	F6-DTL ENTRY
G014 - RECORD FOUND					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 :  
TRANS DESC. : \*CHAPLIANCY 1/1/17-12/31/17\*  
TRANS AMOUNT :  
INDEX : CCGEN1310 REHABILITATION UNIT  
SUBJECT : DE510 CHAPLAINCY  
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	
G001 - 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

<b>Vendor Info:</b>	
Name: Plaza Theatrical Productions, Inc.	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: Kevin Harrington
	Phone: 516-599-6870

<b>Department:</b>
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:	
OMB	NIFA Approval: X	01-MAY-17 -- RDALLEVA
OMB	NIFS Approval: X	28-APR-17 -- MRONAN
County Atty.	Insurance Verification: X	28-APR-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	28-APR-17 -- DMCDERMOTT
Dep. CE	Approval: X	15-MAY-17 -- CRIBANDO

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>02-MAY-17 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide a stage performance of <i>My Fair Lady</i> , a musical tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre, Eisenhower Park.
<b>Method of Procurement:</b> 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's show will be a performance of <i>My Fair Lady</i> , 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.
<b>Procurement History:</b> Lakeside Theatre, Eisenhower Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.
<b>Description of General Provisions:</b> Musical performance of 2 ½ hr. duration on August 25, 2017 at Lakeside Theatre, Eisenhower Park NY. Total cost: \$4,000.00
<b>Impact on Funding / Price Analysis:</b> Hotel/Motel Tax Grant Program \$4,000.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	gen	Revenue		1	pkgen1800de500	\$ 4,000.00
Control:	pk	Contract:				\$ 0.00
Resp:	1800	County	\$ 0.00			\$ 0.00
Object:	de500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 4,000.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 4,000.00</b>		<b>TOTAL</b>	<b>\$ 4,000.00</b>

RENEWAL	
% Increase	
% Decrease	





## Nassau County Interim Finance Authority

### **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 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:** 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)

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?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To provide a stage performance of &#x26;My Fair Lady, a musical tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre, Eisenhower Park.

**6. Has the item requested herein followed all proper 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:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount
CFPW16000042	07-APR-15	862000

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS  
AND 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



Redacted  
Copy

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: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal<sub>2</sub> agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
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

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

March 28, 2017

SERVICE: Personal Services Contract for Lakeside Theatre Programming:  
Plaza Theatrical Productions  
Re: August 25, 2017 - "My Fair Lady"

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

A handwritten signature in black ink, appearing to read "Brian Nugent", is written over a horizontal line.

Brian Nugent  
Chief Deputy Commissioner

---

## **Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b) ~~beginning April 1, 2018, the period beginning two~~ years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Plaza Theatrical Productions, Inc.

Dated: 3-16-17

Signed: [Signature]

Print Name: Kevin F. Harrington

Title: Pres

## 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 Kenn F. Harrington  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) None  
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 ✓ 1/1/83 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary ✓ 9/1/83  
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. 100%
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. PIAZA Players, Ltd.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.


- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, KEVIN F. HARRINGTON, 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.

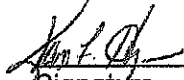
Sworn to before me this 16<sup>th</sup> day of March 2017

  
\_\_\_\_\_  
Notary Public  
Notary Public, State of New York  
No. 4708642

Qualified in Nassau County  
Commission Expires September 30, 2017

PLAZA THEATRICAL PRODUCTIONS, INC.  
Name of submitting business

KEVIN F. HARRINGTON  
Print name

  
\_\_\_\_\_  
Signature

Pres.  
\_\_\_\_\_  
Title

3 / 16 / 17  
\_\_\_\_\_  
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: 3-16-17

1) Proposer's Legal Name: PLAZA Theatrical Productions, Inc.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): SAME

Phone: [REDACTED]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [REDACTED]

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 ☒ 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 ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each

such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_

No conflict 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. In the event that a possible conflict arises, I inform the County of the possible conflict and allow the County to determine if an actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; Sept. 1983
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; David F. Harrington 100% & Thompson Dr. E. Rockaway NY 11570
- iii) Name, address and position of all officers and directors of the company; SAME
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 3
- vi) Annual revenue of firm; \$621,000.00
- vii) Summary of relevant accomplishments Presents over 300 live performances per year
- viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. 34 years

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 The Huntington Arts Council

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company The St. George Theatre

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED] 197

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

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Company Live Nation at MCB Theatre Westbury

Contact Person [REDACTED]

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

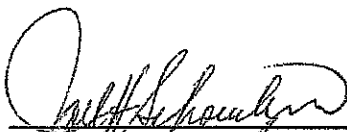
## CERTIFICATION

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, Kevin F. Harrington, 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 16<sup>th</sup> day of March

17  
2016



Notary Public  
JOEL M. SCHOENBERGER  
Notary Public, State of New York  
No. 4708642

Qualified in Nassau County  
Commission Expires September 30, 2017

Name of submitting business: PIAZA THEATRICAL PRODUCTIONS, INC.

By: Kevin F. Harrington

Print name

Kevin F. Harrington  
Signature

Pres.

Title

3 / 16 / 17  
Date

## KEVIN F. HARRINGTON

SSDC



### 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:

<i>Evita</i>	<i>Into the Woods</i>	<i>Sweeney Todd</i>
<i>The King &amp; I</i>	<i>My Fair Lady</i>	<i>Fiddler on the Roof</i>
<i>Man of La Mancha</i>	<i>The Sound of Music</i>	<i>Gypsy</i>
<i>West Side Story</i>	<i>La Cage Aux Folles</i>	<i>Nunsense</i>
<i>Godspell</i>	<i>The Music Man</i>	<i>The Fantasticks</i>

##### **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:

<i>State Fair</i>	<i>Guys and Dolls</i>	<i>Oliver</i>
<i>Forever Plaid</i>	<i>Carousel</i>	<i>South Pacific</i>
<i>Joseph...</i>	<i>Shenandoah</i>	<i>Oklahoma</i>
<i>Amie Get Your Gun</i>	<i>1776</i>	<i>Hello, Dolly</i>
<i>Forum</i>	<i>Goin' Hollywood</i>	<i>A Grand Night For Singing</i>

##### **The Island Squire Dinner Theatre, Middle Island, New York** 1983-1992

- ❖ Produced and directed fully-staged musicals in the round
- ❖ Representative Directorial Credits:

<i>Zorba</i>	<i>Cabaret</i>	<i>Amie</i>
<i>Kiss Me Kate</i>	<i>South Pacific</i>	<i>Shenandoah</i>
<i>Kismet</i>	<i>Man of La Mancha</i>	<i>The Sound of Music</i>

**Leal Associates, Seaforth, New York**

1990-Present

- ❖ Produced and directed touring productions which serve as fund-raisers for non-profit organizations

- ❖ Representative productions:

<i>Forever Plaid</i>	<i>Play It Again, Sam</i>	<i>Crossing Delancey</i>
<i>Driving Miss Daisy</i>	<i>Vanities</i>	<i>The Gin Game</i>
<i>On The Air</i>	<i>On Golden Pond</i>	<i>Love Letters</i>
<i>I Ought to Be in Pictures</i>	<i>I Do! I Do!</i>	<i>Dames at Sea</i>

**Director of Musical Theatre**

1981-Present

- ❖ Directed over 150 musicals for various companies in the New York metropolitan area

- ❖ Representative productions:

<i>Irene</i>	<i>Side by Side by Sondheim</i>	<i>Bye, Bye, Birdie</i>
<i>Brigadoon</i>	<i>Once Upon A Mattress</i>	<i>The Wiz</i>
<i>Show Boat</i>	<i>Funny Girl</i>	<i>Pippin</i>
<i>Carnival</i>	<i>The Boy Friend</i>	<i>Camelot</i>
<i>Little Shop of Horrors</i>	<i>Some Enchanted Evening</i>	<i>They're Playing Our Song</i>
<i>Anything Goes</i>	<i>The Apple Tree</i>	<i>Charlie Brown</i>

**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, Manhattan

Educational Theatre, 1985

Master Class Instructors:

Agnes DeMille

Alfred Drake

Stuart Ostrow

Marni Nixon

Larry Fuller

- ❖ 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

**PROFESSIONAL ORGANIZATIONS:**

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!*

# Newsday

Kevin F. Harrington

DIRECTOR - S.S.D.C.



"A fine cast and swift, fluid staging underscore the freshness."

Aileen Jacobson  
Theatre Critic

## THE SOUND OF MUSIC

"Director Kevin F. Harrington has done a splendid job in bringing variety to the staging."

Aileen Jacobson  
Theatre Critic

## Carousel

"Fine outdoor production directed by Kevin Harrington!"

Steve Parks  
Theatre Critic

### NEWSDAY'S RAVE REVIEWS!

## THE MUSIC MAN

"Kevin Harrington's handsome rendition will make you feel you're in turn-of-the-century Iowa"

Steve Parks  
Theatre Critic



"This time he (Harrington) sought to make a splash...and he did!"

Renee Kaplan  
Theatre Critic

## ANNIE GET YOUR GUN

"Annie hits the bulls-eye once more."

Steve Parks  
Theatre Critic

## My Fair Lady



"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

## SHEENANDOAH

"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

Complete reviews and references available upon request!

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: PLAZA Theatrical Productions, Inc.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Other (specify) SUB chapter 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):

Kevin F. Harrington - Pres/Sec

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.

Kevin F. Harrington, 2 Thompson Dr., E. Rockaway NY 11578

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

*None*

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

*None*

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3-16-17

Signed: [Signature]

Print Name: Pres Kevin F. Harrington

Title: Pres

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 [REDACTED] (the "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. Term. 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. Program. (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. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **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) Vouchers: Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer 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) 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. Independent Contractor. 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 "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, 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) 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. Minimum Service Standards. 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. Indemnification; Defense; Cooperation. (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 means 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. 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:**

Plaza Theatrical Productions, Inc.  
[REDACTED]

**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. Termination. (a) Generally. 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 (iii) 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. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the 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) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The 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. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. 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. Streaming Video. 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. 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}

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IN WITNESS WHEREOF, the Performer and the County have executed this Agreement as of the date first above written.

**PLAZA THEATRICAL PRODUCTIONS, INC.**

By:   
Name: Kevin F. Harrison  
Title: Pres  
Date: 3-16-12

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

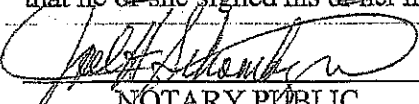
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16<sup>th</sup> day of March in the year 2017 before me personally came Kevin Harrington to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Nassau; and that he ~~or she~~ signed his ~~or her~~ name hereto and has executed the above instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC  
JOEL R. SCHULER  
Notary Public, State of New York  
No. 4708642  
Qualified in Nassau County  
Commission Expires September 30, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_\_ Chief Deputy County Executive or \_\_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

\_\_\_\_\_  
NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Kenn F. Harrison (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety



and health. If such a proceeding, action, or investigation has been commenced, describe below:

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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.

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.

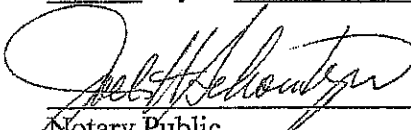
3-16-17  
Dated

  
Signature of Chief Executive Officer

Kevin F. Harrington  
Name of Chief Executive Officer

Sworn to before me this

16<sup>th</sup> day of March, 2017.

  
Notary Public  
JOEL H. SCHENBERGER  
Notary Public, State of New York  
No. 4708642  
Qualified in Nassau County  
Commission Expires September 30, 2017



# 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).

PRODUCER [REDACTED] [REDACTED] [REDACTED]	CONTACT NAME: [REDACTED] PHONE (A/C, No, Ext): [REDACTED] E-MAIL: [REDACTED] ADDRESS: [REDACTED]	FAX (A/C, No): [REDACTED]
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins Co		18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Plaza Theatrical Productions  
[REDACTED]

PLAZA-1

## COVERAGES

CERTIFICATE NUMBER: 107991296

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK1511312	7/10/2016	7/10/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1511312	7/10/2016	7/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured for General Liability when required by written contract: County of Nassau. Location: Lakeside Theatre & Eisenhower Park, East Meadow, NY 11554.

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau  
1560 Franklin Avenue  
Mineola NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*David W. [Signature]*

**Buffolino, Patti**

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**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

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**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.  
[REDACTED]

In a message dated 4/25/2017 12:58:25 P.M. Eastern Daylight Time, [cgillen@nassaucountyny.gov](mailto:cgillen@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

<b>Vendor Info:</b>	
Name: Leftfield Productions, Inc.	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: Joe D'Urso
	Phone: 845-353-2407

<b>Department:</b>
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	01-MAY-17 -- MRONAN
County Atty.	Insurance Verification: X	01-MAY-17 -- DMCDERMOTT
County Atty.	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

<b>Purpose:</b> 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.
<b>Method of Procurement:</b> 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.
<b>Procurement History:</b> The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
<b>Description of General Provisions:</b> Musical performance of 2 hour duration on August 12, 2017 at Lakeside Theatre. Total cost: \$10,000.00
<b>Impact on Funding / Price Analysis:</b> None- Hotel/Motel Tax Grant Program \$10,000.00  Contract processing fee - \$160.00 copy attached
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	grt					
Control:	pk	Revenue		1	pkgen1800de500	\$ 10,000.00
Resp:	gen1800	Contract:				\$ 0.00
Object:	de500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 10,000.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 10,000.00</b>		<b>TOTAL</b>	<b>\$ 10,000.00</b>

RENEWAL	
% Increase	
% Decrease	



## Nassau County Interim Finance Authority

### **Contract Approval Request Form (As of January 1, 2015)**

1. **Vendor:** Leftfield 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 funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment 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 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?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

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 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:**

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 Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND  
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  
COPY

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:** [REDACTED]

**FEDERAL TAX ID #:** [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. 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.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**Instructions with respect to Sections VII, VIII and IX:** All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

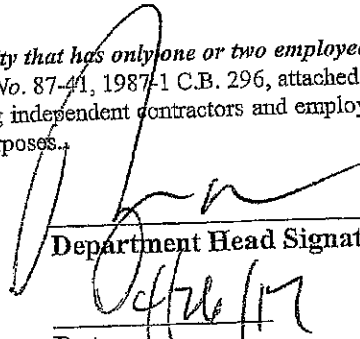
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☒ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
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.

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

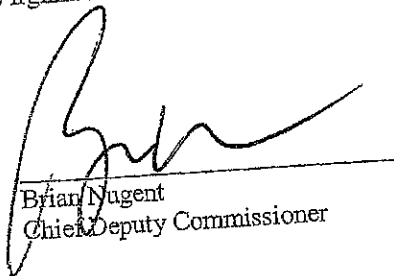
SERVICE: Personal Services Contract for Lakeside Theatre Programming:  
Leftfield Productions, Inc.  
Re: August 12, 2017 - "Neil Berg's 100 Years of Broadway"

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.

  
Brian Nugent  
Chief Deputy Commissioner

## Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/12/17

Vendor: Leftfield Productions, Inc

Signed: Neil Berg

Print Name: NEIL BERG

Title: OWNER

## 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 NEIL BERG  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) NA  
City/state/zip NA  
Telephone NA  
List of other addresses and telephone numbers attached NA
2. Positions held in submitting business and starting date of each (check all applicable)  
✓ President 2/24/1999 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. 100%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒   
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.   
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

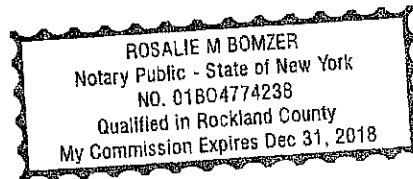
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, NEIL BERG, 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 13 day of April 2017

Rosalie M Bomzer  
Notary Public



LEFTFIELD PRODUCTIONS, INC  
Name of submitting business

NEIL BERG  
Print name

Neil Berg  
Signature

OWNER / PRESIDENT  
Title

04, 13, 2017  
Date

## Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/12/17

1) Proposer's Legal Name: LEFFIELD Prod. Inc

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:  
NA

3) Mailing Address (if different): Same

Phone: [REDACTED]

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: [REDACTED]

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 ☒ 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 ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each

such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that a possible conflict arises, I inform the county of the possible conflict and allow the county to determine if an actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 2/24/1999
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NEIL BERG
- iii) Name, address and position of all officers and directors of the company; [REDACTED]
- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 23
- vi) Annual revenue of firm; [REDACTED]
- vii) Summary of relevant accomplishments -BROADWAY ENTERTAINMENT
- viii) Copies of all state and local licenses and permits. -NA

B. Indicate number of years in business. 18 YEARS

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 FRIEDSON ENTERPRISES

Contact Person ADAM FRIEDSON

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # NA

E-Mail Address [REDACTED]

Company CARAVAN MANAGEMENT  
Contact Person Joe Diiso  
Address [REDACTED]  
City/State [REDACTED]  
Telephone [REDACTED]  
Fax # NA  
E-Mail Address [REDACTED]

---

Company STANDING O PRODUCTIONS  
Contact Person TOMAS ASSALTA  
Address [REDACTED]  
City/State [REDACTED]  
Telephone [REDACTED]  
Fax # NA  
E-Mail Address [REDACTED]

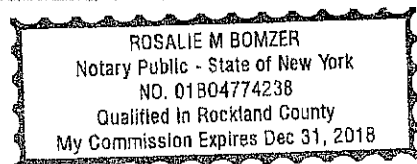
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I, NEIL BERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the 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 13 day of April 2018

Rosalie M Bomzer  
Notary Public



Name of submitting business: LEFTFIELD PRODUCTIONS, INC

By: NEIL BERG  
Print name  
[Signature]  
Signature  
OWNER / PRESIDENT  
Title

04, 13, 2017  
Date



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LEFTFIELD PRODUCTIONS, INC

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NEIL BERG- [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/12/17

Signed: Neil Boy

Print Name: Neil Boy

Title: Owner

**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Leftfield Productions, Inc.**, having its principal office at [REDACTED] (the "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. Term. 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. Program. (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. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **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) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer 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) 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. Independent Contractor. 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 "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, 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) 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. Minimum Service Standards. 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. Indemnification; Defense; Cooperation. (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. 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.

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.  
[REDACTED]  
[REDACTED]

**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. Termination. (a) Generally. 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 (iii) 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. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the 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) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The 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. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of 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. Streaming Video. 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:

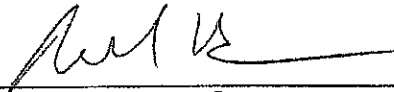
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement 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:   
Name: NEIL BERG  
Title: OWNER  
Date: 4/13/17

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

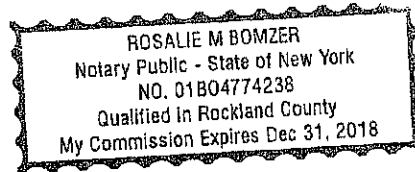
)ss.:

COUNTY OF ~~NASSAU~~

Rockland

On the 13 day of April in the year 2017 before me personally came NEIL BERG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ROCKLAND; and that he or she signed his or her name hereto and has executed the above instrument.

Rosalie M Bomzer  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day 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)  
[REDACTED] (Address)  
[REDACTED] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee \_\_\_\_\_ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety

and health. If such a proceeding, action, or investigation has been commenced, describe below:

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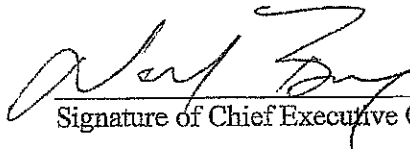
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5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

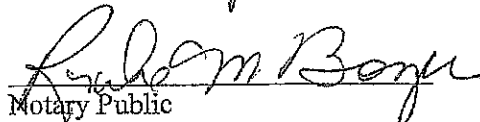
4/12/17  
Dated

  
Signature of Chief Executive Officer

Neic Beec  
Name of Chief Executive Officer

Sworn to before me this

13 day of April, 2017.

  
Notary Public



# 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).

PRODUCER 855-491-0974 Wells Fargo Insurance Services USA, Inc. 550 South 4th St Minneapolis, MN 55415	CONTACT NAME: Kleshia Bryant PHONE (A/C, No, Ext): [REDACTED] E-MAIL ADDRESS: [REDACTED] FAX (A/C, No): [REDACTED]
INSURED Leftfield Productions Inc [REDACTED] [REDACTED]	INSURER(S) AFFORDING COVERAGE INSURER A: St. Paul Fire and Marine Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC# 24767

## COVERAGES

CERTIFICATE NUMBER: 11488140

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZPP10N790821647	06/09/2016	06/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is named as additional insured as it relates to general liability in accordance with the terms and conditions of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau 1550 Franklin Avenue Mineola, New York 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2018/03)

(This certificate replaces certificate # 11488126 issued on 2/23/2017)

**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

--  
Joe D'Urso, General Manager  
Leftfield Productions, Inc.  
[REDACTED]  
[REDACTED]



LEFTFIELD PRODUCTIONS, INC.

EXPLANATION	AMOUNT

1-2/210

CHECK  
AMOUNT

OUNT

*One hundred & Sixty*

DOLLARS

DATE	TO THE ORDER OF	GROSS	CHECK NUMBER
12/17	TREASURER OF NASSAU COUNTY	PERFORMANCE FEE NAIL BARR	7035
		DESCRIPTION	

\$160<sup>00</sup>/<sub>100</sub>

Security Features  
Included  
Details on Back

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

[Redacted Signature]

[Redacted Line]

# **NASSAU COUNTY LEGISLATURE**

## **11<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**MAY 22, 2017 1:00 PM**

**Norma Gonsalves – Chairwoman**  
**Richard Nicoletto– Vice Chairman**  
**Dennis Dunne**  
**Howard Kopel**  
**Kevan Abrahams – Ranking**  
**Delia DeRiggi-Whitton**  
**Carrié Solages**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>A-20-17</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>E-126-17</b>	<b>PB</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>E-127-17</b>	<b>PB</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>E-128-17</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>E-129-17</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>E-131-17</b>	<b>SS</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-133-17</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>E-134-17</b>	<b>CC</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>U-15-17</b>	<b>CC</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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. U-15-17
<b>U-28-17</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>U-29-17</b>	<b>PK</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>A-4-16</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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



<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>B-4-16</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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
<b>U-13-17</b>	<b>HI</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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

# **NASSAU COUNTY LEGISLATURE**

## **11<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

## **ADDENDUM**

**MAY 22, 2017 1:00 PM**

**Norma Gonsalves – Chairwoman**  
**Richard Nicoletto– Vice Chairman**  
**Dennis Dunne**  
**Howard Kopel**  
**Kevan Abrahams – Ranking**  
**Delia DeRiggi-Whitton**  
**Carrié Solages**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>A-23-17</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> 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



County

Nassau

Office of Purchasing

## Staff Summary A-23-2017

A-23-17

Subject : Security System, Furnish and Install  
(RQPD17000206; S/B # 99022-04137-024)Department:  
Office of PurchasingDepartment Head Name:  
Eric C. Naughton

Department Head Signature

Date:

April 17, 2017

Vendor Name:

Virsig LLC.

Contract Number

A-23-2017

Contract Manager Name

Timothy Funaro

## Proposed Legislative Action

	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

## Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		Counsel to C.E.
	Budget	4/25/17	County Atty.
4/17/17	Deputy C.E.		County Exec.

## Narrative

**Purpose:** To authorize and award a purchase order for Security System, Furnish and Install for the Nassau County Police Department

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where twenty-three (23) vendors electronically viewed the bid; one was listed as veteran owned, two were listed as service disable veteran owned, and three were listed as minority owned. Minority Affairs was given a copy of the bid. Four (4) bids were received.

**Impact on Funding:** Purchase order cost will be Two Hundred Seventy-Three Thousand Three Hundred Ninety-Nine Dollars and Thirty-Nine Cents (\$273,399.39) from Capital Project funds

**Recommendation:** Office of Purchasing recommends an award be given to Virsig LLC. as the lowest responsible bidder meeting specifications.

APPROVED:

ACQUISITION SECTION

4/25/17  
(DATE)2017 MAY -1 P 1:27  
NASSAU COUNTY  
CLERK OF SUPERIOR COURT

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-23-2017**

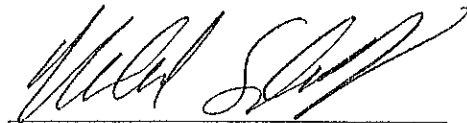
**FROM:** ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

**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 VIRSIG LLC 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 VIRSIG LLC.

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, VIRSIG LLC 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 VIRSIG LLC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 04/13/2017

Vendor: VIRSIG, LLC.

Signed: 

Print Name: GLENN TAYLOR

Title: EXECUTIVE DIRECTOR

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Eric L'Esperance  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 48-02 26th Ave. #305  
City/state/zip Astoria, NY 11103  
Telephone [REDACTED]  
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?  
YES xx NO \_\_\_\_ If Yes, provide details. **Eric L'Esperance is a 24.5% equity owner in 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 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.  
*L'Esperance is a partial owner of a NY State corp.: Centennial Security Integration, Inc. (CSI). He is also an Officer of Centennial Elevator Industries.*
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.

**CSI has had a contract with NYCHA and the NYS Courts System.**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

*[Signature]*  
\_\_\_\_\_  
BIDDER

EXECUTIVE DIRECTOR

TITLE

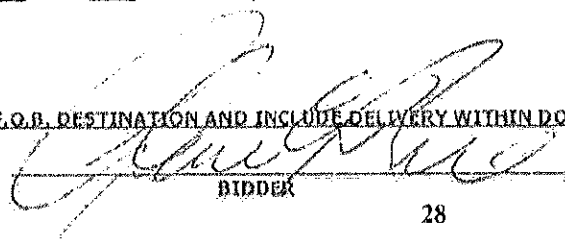


NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such occurrence.

~~ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.~~

BIDDER SIGN HERE



BIDDER

EXECUTIVE DIRECTOR

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 5? YES \_\_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_\_ NO X If Yes, provide details for each such year.

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EXECUTIVE DIRECTOR

TITLE

**CERTIFICATION**

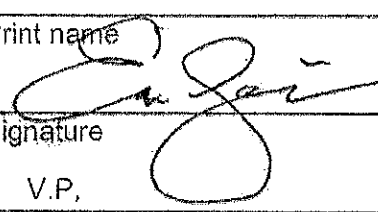
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

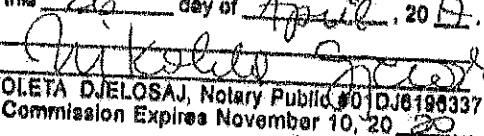
I, ERIC L'ESPERANCE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; 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 26 day of APRIL 20 17

Notary Public

Signature on stamp

VIRSIG, LLC.  
Name of submitting business  
ERIC L'ESPERANCE  
Print name  
  
Signature  
V.P.  
Title  
4 / 26 / 17  
Date

State of New York County of Queens  
The foregoing instrument was acknowledged before  
me this 26 day of April, 20 17.  
by   
NIKOLETA DJELOSAJ, Notary Public #01DJ6196337  
My Commission Expires November 10, 20 20

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 BRIAN VALENZA 51% OWNER

Date of birth [REDACTED]

Home address [REDACTED]

City/state/zip [REDACTED]

Business address 48-02 25TH Ave. #305

City/state/zip Astoria, NY 11103

Telephone [REDACTED]

Other present address(es) n/a

City/state/zip [REDACTED]

Telephone [REDACTED]

List of other addresses and telephone numbers attached

**PII REDACTED  
PURUANT TO  
NY STATE FOIL LAW**

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. Do you have an equity interest in the business submitting the questionnaire?

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 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. Valenza is a partial owner of a NY State corporation: Centennial Security Integration, Inc. (CSI)
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 xx NO     If Yes, provide details.

*CSI has had a contract with NYCHA and the NYS Courts System.*

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EXHIBITION EXTENSION

TITLE

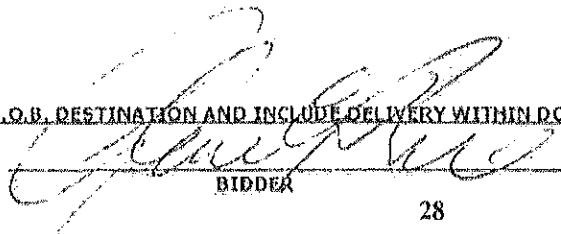
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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 past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such occurrence.

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EXECUTIVE DIRECTOR

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 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

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EXECUTIVE DIRECTOR

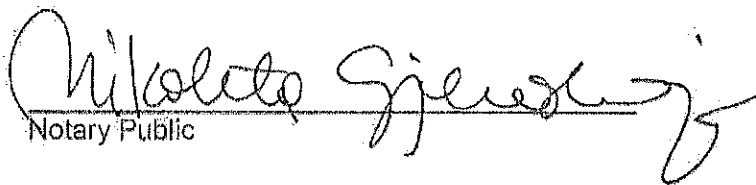
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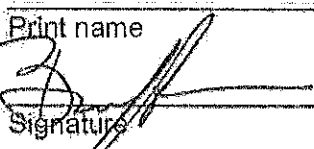
**CERTIFICATION**

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.

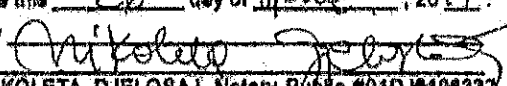
I, BRIAN VALENZA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that 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 26 day of April 2017

  
Notary Public

VIRSIG, LLC.  
Name of submitting business  
BRIAN VALENZA  
Print name  
  
Signature  
CEO  
Title  
04 / 26 / 17  
Date

State of New York County of Queens  
The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_  
NIKOLETA DJELOSJ, Notary Public #01DJ6198337  
My Commission Expires November 10, 20\_\_\_\_

State of New York County of Queens  
The foregoing instrument was acknowledged before  
me this 26 day of April, 2017  
by   
NIKOLETA DJELOSJ, Notary Public #01DJ6198337  
My Commission Expires November 10, 2022

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 [REDACTED]  
Home address [REDACTED] **PII REDACTED PURUANT TO  
NY STATE FOIL LAW**  
City/state/zip [REDACTED]  
Business address 48-02 25th Ave. #307  
City/state/zip Astoria, NY 11103  
Telephone [REDACTED]  
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 \_\_\_\_/\_\_\_\_/\_\_\_\_ 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. **Christian Cahill is a 24.5% 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 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.  
**Cahill is a partial owner of a NY State corporation: Centennial Security Integration, Inc. (CSI)**
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 xx NO \_\_\_\_ If Yes, provide details.  
**CSI has had a contract with NYCHA and the NYS Courts System.**

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TITLE



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Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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  - 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.

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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.
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EXECUTIVE DIRECTOR

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I, CHRISTIAN CAHILL, 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 26 day of APRIL 2017

Notary Public

VIRSIG, LLC.  
Name of submitting business  
CHRISTIAN CAHILL

Print name

*Christian Cahill*  
Signature

V.P.

Title

04 126 1 17  
Date

Signature on Stamp

State of New York County of Queens  
The foregoing instrument was acknowledged before  
me this 26 day of April, 2017  
by Nikoleta Djelobaj  
NIKOLETA DJELOBAJ, Notary Public #010198337  
My Commission Expires November 10, 2020

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: 1/12/2017

1) Proposer's Legal Name: VIRSIG, LLC.

2) Address of Place of Business: 48-02 25TH AVE. # 305 ASTORIA, NY 11103

List all other business addresses used within last five years:  
SAME ADDRESS BUT WE USED TO BE IN SUITE #407

3) Mailing Address (if different): N/A

Phone: 718-819-6400

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 079523332

5) Federal I.D. Number: 47-1416020

6) The proposer is a (check one): LLC Sole Proprietorship    Partnership    Corporation    ☒ Other  
(Describe)   

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes    No xx If Yes, please provide details:   

8) Does this business control one or more other businesses? Yes    No xx If Yes, please provide details:   

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes    No xx If Yes, provide details:   

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EXECUTIVE DIRECTOR

TITLE

- 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 xx 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 xx 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 xx 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 xx 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 xx If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No xx 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 xx 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 xx If Yes, provide details for each such conviction. \_\_\_\_\_

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EXECUTIVE DIRECTOR

TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No XX If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No XX If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No XX If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We would screen all participants in any project and/or our own employees, to see if there is any family related to anyone in Nassau County; and we'd ensure no one has any lobbying background.

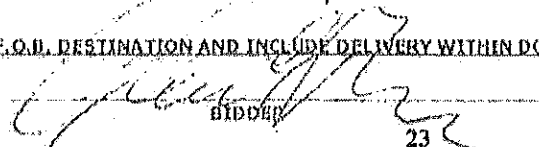
A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. see attached

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; JULY 27, 2014

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BIDDER

EXECUTIVE DIRECTOR

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
99022-04137-024

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; ii) BRIAN VALENZA iii) BRIAN VALENZA, CEO
- iii) Name, address and position of all officers and directors of the company; [REDACTED]
- iv) State of incorporation (if applicable); NY CHRISTIAN CAHILL CHRISTIAN CAHILL, VP
- v) The number of employees in the firm; 6
- vi) Annual revenue of firm; 750k ERIC L'ESPERANCE ERIC L'ESPERANCE, VP
- vii) Summary of relevant accomplishments SEE ATTACHED
- viii) Copies of all state and local licenses and permits. (ENCLOSED)
- B. Indicate number of years in business. 3
- 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.

REDACTED  
PURSUANT TO  
NY STATE FOIL LAW

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.

BIDDER SIGN HERE

UNDER

EXECUTIVE DIRECTOR

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
99022-04137-024

Company NORTHWELL HEALTH - LENOX HILL HOSPITAL

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

PII REDACTED  
PURUANT TO  
NY STATE FOIL LAW

Company SUNY Old Westbury

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

ALL BIDS MUST BE F.O.D. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

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.

I, Glen Taylor, 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 17

State of New York County of Queens  
The foregoing instrument was acknowledged before  
me this 12 day of April, 20 17.  
by Nikoleta Djelosaj  
NIKOLETA DJELOSAJ, Notary Public #01006196337  
My Commission Expires November 10, 20 20

Notary Public

Name of submitting business: VIRSIB, LLC

By: GLEN E. TAYLOR

Print name

Signature

Title

Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

EXECUTIVE DIRECTOR

TITLE



Sealed Bid Proposal to  
**Nassau County Police Department**  
8<sup>th</sup> Precinct



Bid Number 99022-04137-024 / Opening Date 13 April 2017

*Presented by Glenn Taylor, Executive Director of Virsig, LLC. 718-819-6410*



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,

A handwritten signature in black ink, appearing to read "Glenn Taylor", written over a horizontal line.

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).



**Certified Service-Disabled  
Veteran-Owned Business**

## 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-President 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

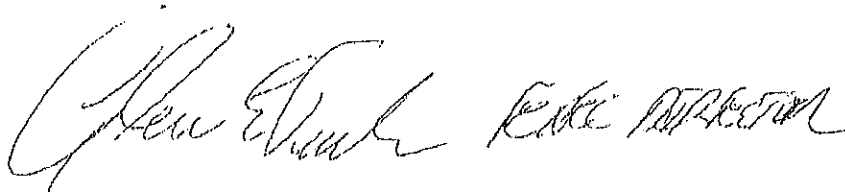
**Eric L'Esperance**

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).



UNIQUE ID NUMBER  
12000319363

State of New York  
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control  
No.

95581

PURSUANT TO THE PROVISIONS OF ARTICLE 50 OF THE  
GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS  
OF INSTALLING, SERVICING, OR MAINTAINING SECURITY  
OR FIRE ALARM SYSTEMS.

EFFECTIVE DATE  
MO DAY YR  
12 02 16

7

EXPIRATION DATE  
MO DAY YR  
12 01 18

VIRSIG LLC  
48 02 25TH AVE STE 406  
ASTORIA, NY 11103

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS  
OF INSTALLING, SERVICING, OR MAINTAINING SECURITY  
OR FIRE ALARM SYSTEMS

QUALIFIER: VALENZA BRIAN J

In Witness Whereof, The Department of State has caused  
its official seal to be hereunto affixed

ROSEANA ROSADO  
SECRETARY OF STATE



NEW YORK  
STATE OF  
OPPORTUNITY  
**Office of  
General Services**

**Division of Service-Disabled  
Veterans' Business Development**

# VIRSIG, LLC

Is hereby certified as a

**New York State Service-Disabled Veteran-Owned  
Small Business (SDVOB)**

**August 10, 2015**

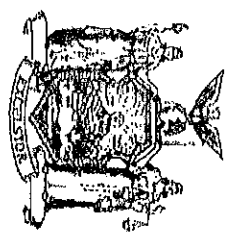
151160

Control Number



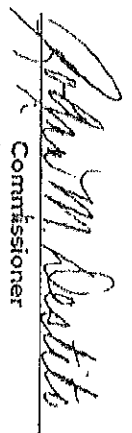
Director

Division of Service-Disabled Veterans'  
Business Development



Andrew M. Cuomo  
Governor

August 9, 2020  
Expiration Date



Commissioner  
New York State  
Office of General Services



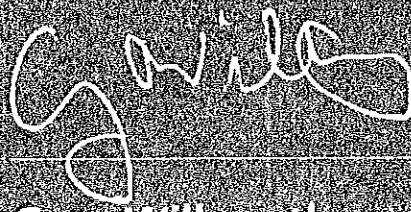
# Certification Diploma 2017

**Jonathan Connell**  
Milestone Certified Integration Technician

**Date:** April 7, 2017



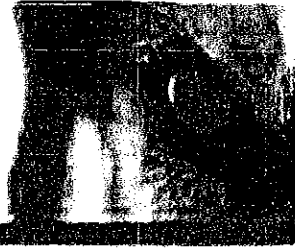
**CERTIFIED  
INTEGRATION  
TECHNICIAN**



**Greg Willmarth**  
Director, Learning & Performance

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® Expert**

**Milestone XProtect® Corporate**



Date: January 20, 2016

**Tim Palmquist**  
Vice President, Americas



**Advanced  
Certified Partner**

This diploma is personal and valid 2 years from date of issue.

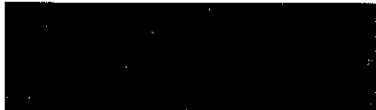
Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: VIRSIG, LLC  
Address: 48-02 25TH AVENUE #305  
City, State and Zip Code: ASTORIA, NY 11103
2. Entity's Vendor Identification Number: 47-1416020
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Brian Valenza 51% OWNER



Christian Cahill



**PII REDACTED AS PURSUANT TO  
NY STATE FOIL LAW**

Eric L'Esperance



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.

N/A

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

BIDDER

EXECUTIVE DIRECTOR

TITLE

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.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

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EXECUTIVE DIRECTOR

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

(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:

3/27/2014

Signature:

Print Name: GLENN TAYLOR

EXBC DIR.

Title:

ALL BIDS MUST BE P.O.D. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.


BIDDER SIGN HERE

BIDDER

EXECUTIVE DIRECTOR

TITLE

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 99022-04137-024
	<b>COUNTY OF NASSAU</b>		Dated: Ad. 3/09/2017
	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		BID OPENING DATE April 13, 2017 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro	Telephone (516) 571-7720 E-mail tfunaro@nassaucountyny.gov		REQUISITION NUMBER RQPD17000206

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 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 1% 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 INVITATION 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 45 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	ASTORIA	STATE	NY
ZIP CODE	11103	TELEPHONE	718-819-6411
SIGNATURE OF AUTHORIZED INDIVIDUAL		GLENN TAYLOR, EXECUTIVE DIRECTOR	
		PRINT OR TYPE NAME OF SIGNER AND TITLE	

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 IMPOSED 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

- 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.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 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.
- PRICES The provisions of the New York State Fair Trade Law (Pec-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 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. 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 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 are 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 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 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 in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. 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.
9. 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 Vendor 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 purchase 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 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 or Legal 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, binning or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
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.
20. Furniture, machines 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 guarantees: (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, assignee 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.  
(c) 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 all permits, licenses 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 has 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 Labor 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 expenses 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 whether the same shall have been due to 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 vendors 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 2318 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 municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered 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 assigning, 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.
25. 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: 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 \_\_\_\_\_  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_  
VIRSIG IS AN 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.
- 3) 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

GLENN TAYLOR, EXECUTIVE DIRECTOR

TITLE



QUALIFICATION STATEMENT

BIDDER'S NAME: VIRSIG, LLC.

ADDRESS: 48-02 25TH AVENUE #305 ASTORIA, NY 11103

1. STATE WHETHER: CORPORATION \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

LLC

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT

VICE PRESIDENT

SECRETARY

N/A

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? \_\_\_\_\_  
IF SO WHEN? YES - JUNE 2015

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 3

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO  
IF SO, WHERE AND WHY?

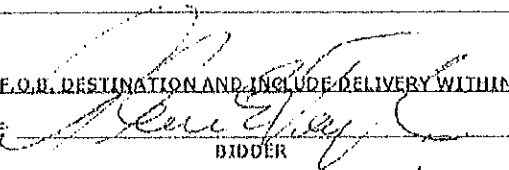
6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? COMPUTER NETWORKING,  
ELECTRONIC SECURITY, ETC.

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT  
OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
GLENN TAYLOR	EXECUTIVE DIRECTOR	20+	LARGE SCALE SECURITY/NETWORKS	SOLD/MANAGED
BRIAN VALENZA	CEO	15+	GLOBAL SECURITY CONTRACTS	MANAGED/DELIVERED

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL  
REVIEWED FLOOR AND SITE PLANS WITH GENERAL CONTRACTOR / NASSAU STAFF PRIOR TO BID.  
VISITED THE LOCATION AND EXAMINED THE BUILDING

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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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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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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/notice 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 (f) of these rules.

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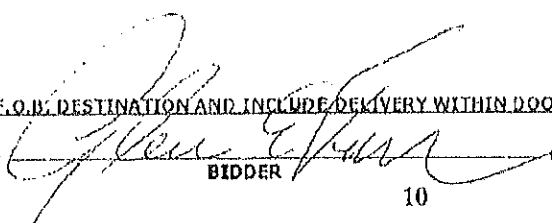
As used in this Appendix III, the term "Subcontractor" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix III, 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, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, 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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Instructions for pages 13 - 30:

- 1) Business History and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out, completely in their 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 Vendor's Disclosure (pages 13 - 16) form if you list a name on question 7 part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 - 20).

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (1-11) 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 situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

**Redacted, 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.

Redacted 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.

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**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** 30 **Days A/R/O.**

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.

\*\*\*\*\*VENDOR CLAIM CERTIFICATION\*\*\*\*\*

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.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

**\*CLAIM VOUCHERS 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>

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**PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

\*\*\*\*\*VENDOR CLAIM CERTIFICATION\*\*\*\*\*

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, delivery 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.

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

CLAIM VOUCHERS 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>

**RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**PRICE DISCREPANCY:** In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

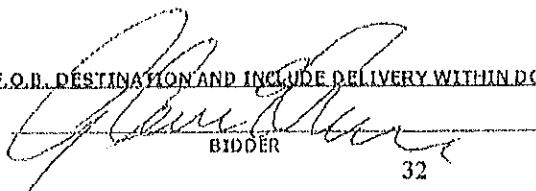
**IMPORTANT NOTES:** If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD: \_\_\_\_\_ 1 year with additional new hardware warranties of 2, 3, and 5 years.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

EXECUTIVE DIRECTOR

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
99022-04137-024

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

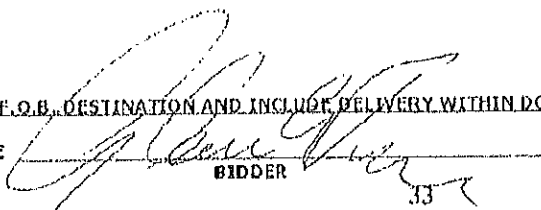
**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 365 DAYS AFTER BID OPENING

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. Accordingly, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.  
730 days.

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**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:

A) Certificate of Insurance name the County of Nassau as co-insured:

Cook Maran and Asso.

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause):

**Nassau County Must be named as an additional insured**

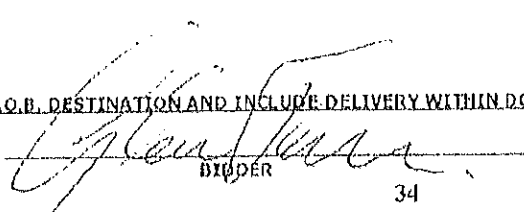
**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, 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.

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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 therefrom shall not be construed as qualification of the specifications of this bid or relief therefrom, 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 in 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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OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
99022-04137-024

**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:** Bid 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, sublet 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 bid 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.

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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 COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED  
DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

Signature

Title

Date

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**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 is 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 complied 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 Reconciliation 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 complied 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 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.

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**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 York,

this 24 day of APRIL, 20 17 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: VIRSIG, LLC.

Address: 48-02

Street: 25TH AVE #305

City, Town, etc: ASTORIA, NY 11103

Telephone: 718-819-6411 Title: \_\_\_\_\_

If applicable, responsible Corporate Officer


Name GLENN TAYLOR Title EXECUTIVE DIRECTOR

Signature:  

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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TITLE

**MANUFACTURER'S CERTIFICATE**

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

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  
[Signature] Signature  
Title Tim Palmquist - VR Americas

**FURTHERMORE:**

That we authorize Vrsig, LLC  
48-02 25th Avenue, Astoria, NY 11103  
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Milestone Systems, Inc. Manufacturer  
[Signature] 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.

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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, sell, 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,

A handwritten signature in cursive script, reading "John Pierangeli".

John Pierangeli  
Vice President, North American Sales

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
99022-04137-024

**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 or 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 **MUST** be inserted with TYPEWRITER OR INK. Entries with WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE **MUST** 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 placed 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 bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

**Federal Exemption Number: A-109538**      **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

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

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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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:

a. "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.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid 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.

d. 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.

iii. 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.

iv. 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.

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**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.gov/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.

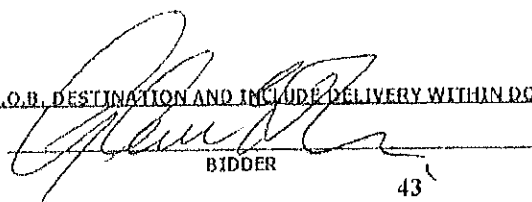
**Section 2 PROJECT DESCRIPTION**

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 installed 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:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

EXECUTIVE DIRECTOR  
TITLE

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 2nd 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 2nd 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
<b>TOTALS</b>	<b>44</b>	<b>49</b>

**PHASE 2**

	DOORS	CARD READERS
External Goose Necks	N/A	1
1 <sup>st</sup> Floor	11	11
2 <sup>nd</sup> Floor	1	1
<b>TOTALS</b>	<b>12</b>	<b>13</b>

**PROJECT TOTALS**

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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**EXECUTIVE DIRECTOR**

**TITLE**



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
<b>TOTALS</b>	<b>56</b>	<b>62</b>

\* - 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 fail safe and fail secure doors works as designed. (BOTH PHASE 1 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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- 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 S2 system
- 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
- 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 outfitted 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

	INTERIOR	EXTERIOR ATTACHED TO THE BUILDING	LIGHT POLES	ELEVATOR
1 <sup>st</sup> Floor	19	15		
2 <sup>nd</sup> Floor	1			
3 <sup>rd</sup> Floor	5			
4 <sup>th</sup> Floor	3			
EXTERIOR LIGHT POLES *			9	
ELEVATOR				1
<b>TOTALS</b>	<b>28</b>	<b>15</b>	<b>9</b>	<b>1</b>

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PHASE 2

	INTERIOR	EXTERIOR ATTACHED TO THE BUILDING	LIGHT POLES	ELEVATOR
1 <sup>st</sup> Floor	1	15		
<b>TOTALS</b>	<b>1</b>	<b>15</b>		

PROJECT TOTALS

	INTERIOR	EXTERIOR ATTACHED TO THE BUILDING	LIGHT POLES	ELEVATOR
PHASE 1	28	15	9	1
PHASE 2	1	15		
<b>TOTALS</b>	<b>29</b>	<b>30</b>	<b>9</b>	<b>1</b>

\* - 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:

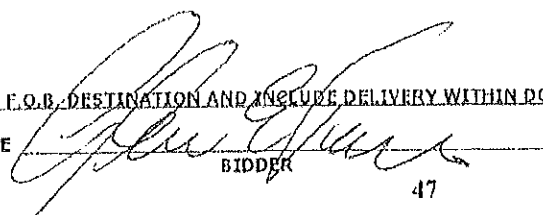
- Outdoor Cameras: Sony SNC-EB632R Network 1080p/30fps Full HD Outdoor IR Bullet Camera Powered by IPELA ENGINE EX™ (Wide D, High Sensitivity, True Day/Night, ABF, PoE, IP66)
- Indoor Cameras: Sony SNC-EM631 Network 1080p/30fps Full HD Vandal Resistant Mini Dome Camera - E Series - Powered by IPELA ENGINE 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 Milestone 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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- 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 **MUST** 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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• Section 5 MANDATORY VENDOR MEETING

- Due to the nature of this project, building plans and hardware schedules cannot be published with this bid. Vendors must 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: Monday, March 20, 2017 Failure to make an appointment and view building plans and hardware schedules will result in the disqualification of your bid.

Appointments will be made at one (1) hour intervals on this date, starting 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 8<sup>th</sup> 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 NO LATER THAN, Monday, June 5, 2017 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.**

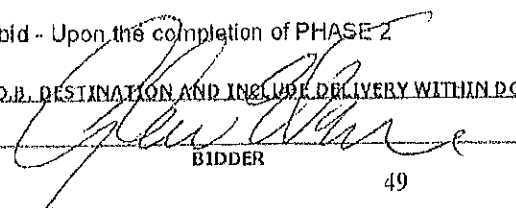
Section 7 PAYMENT SCHEDULE

The project will follow the below listed milestone payment schedule:

- 1 - 15% of the total bid - Upon the issuance of purchase order AND 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 the completion of PHASE 2

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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 failures

## 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 AND 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

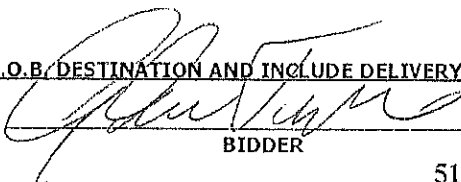
- 4 - 20% of the total bid - Upon the completion of PHASE 2

Parts \$ 31,187.18

Labor \$ 23,492.10

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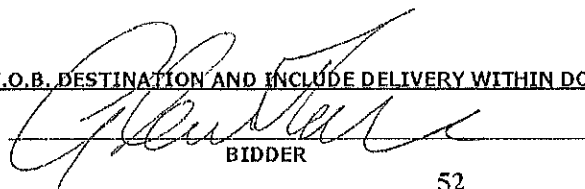
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State the manufacturer and model number of item offered include specifications

Item 1 No substitutions, see attached

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Company Address 48-02 25th Avenue  
Astoria, New York 11103  
United States

Opportunity Name Eighth Precinct VMS XPCO  
Expiration Date 5/31/2017  
Quote Number 00023143

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

Ship To Name Nassau County Police Department  
Ship To 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	Continuous 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

### Qty

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	Line Item Description	Sales Price	Quantity	Total Price
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-BBB1	Aluminum back box with pole mount adaptor for the SNC-CH180/ CH160/ CH280/ CH260.		\$86.00	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		\$51,750.00	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 sealite	\$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



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 (716) 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	8 <sup>th</sup> 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	5/21/17	

<b>Totals</b>	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 require 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 enough 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?		Y
1. How many camera Integrations are needed?		Base
If DMP integration is required, how many DMP Integration licensees are needed?		N
If Remote locksets are used, how many Integration licenses are needed?		N
If Badging is required, how many Badging stations are needed?		N
How many cardholders does the system need to support?		3500

## 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*.

<b>Panel Location 1</b>	
Name:	LEVEL1 - P1-1
Number of traditional Portals:	14
Number of reader in/out Portals:	3
Number of additional inputs:	8
Number of additional outputs:	0
Number of temperature points:	0

<b>Panel Location 2</b>	
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 temperature points:	0

<b>Panel Location 3</b>	
Name:	LEVEL4 - P1-4
Number of traditional Portals:	25
Number of reader in/out Portals:	0
Number of additional inputs:	2
Number of additional outputs:	0
Number of temperature points:	0

<b>Panel Location 4</b>	
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 S2	Elevator control room name
Main	4 Floors (Inc. Level 4)	4 <sup>th</sup> Floor Motor
	4 Spares	

Product	Description	Line Item Description	Sales Price	Quantity	Total Price
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 license 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 Exact100 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	\$2,000.00

#### 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

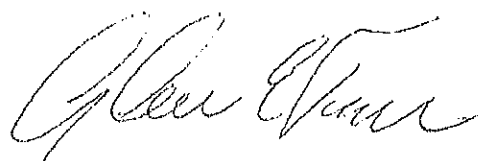
Date

## 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

 EXEC. DIRECTOR

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

0001-17

PUBLIC BID OFFICER





## 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.

		Bid Results	
		Items	Bidder
<p>Date: April 13, 2017 To: Supervisor      From: Buyer: Timothy Funaro</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Timothy Funaro</i> Buyer</p>			Recommend an award be given to Virsig LLC.
			as the lowest responsible bidder meeting
			specifications and bid terms.
<p>Date: _____</p> <p>To: Director      From: Supervisor</p> <p><input type="checkbox"/> Concur      <input type="checkbox"/> Disagree (See Reverse)</p>			
<p>Date: <u>4/13/17</u></p> <p>To: Buyer      From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input type="checkbox"/> Subject to Legislature Approval</p> <p><i>[Signature]</i> Director</p>			

## 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 8<sup>th</sup>.

Please let me know what else you need from me.

Thanks again Tim!

BT

---

**From:** Funaro, Timothy G [mailto:[tfunaro@nassaucountyny.gov](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 1<sup>st</sup> floor North Entrance  
Mineola, N.Y. 11501  
Phone (516) 571-7720  
Fax (516) 571-4263  
E-Mail [tfunaro@nassaucountyny.gov](mailto: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 #

RQPD17000206

Pre-Encumbrance:

\$352,005.84

Buyer

Timothy Funaro

Purchase Order #

### Vendors

line	qty	Virsig LLC		Digital Provisions Inc.		Electronic Interface		Intelli-Tec Security		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
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	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	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
11	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	0	0.10	0.00									
sum			273399.39		274989.84		292617.68		296968.00		0.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	273399.39	Total	274989.84	Total	292617.68	Total	296968.00	Total	0.00	273399.39
Delivery	45 Days			45 days			15 days					
Terms	1/20/n30			1.5/20/n30			Net 30			Net 30		
F.O.B.	Dest.			Dest.			Dest.			Dest.		
Vin	471416020			113553282			132903060			113580229		
Tel No.	718-819-6410			631-209-2600			646-827-1233			516-876-2000		
Verbal	Glenn Taylor			Brian Sellitz			Matthew Orient			Carmin J. Pizzo		
Date	04/13/2017 sealed bid			04/13/2017 sealed bid			04/13/2017 sealed bid			04/13/2017 sealed bid		

Notes Formal Sealed Bid Number 99022-04137-024 Title: Security System Furnish and Install

\* key 0=No Bid

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.

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 1856 Cook Maran & Associates 40 Marcus Drive, 3rd Floor Melville, NY 11747	CONTACT NAME: Cook Maran & Associates PHONE (A/C, No, Ext): 631 324-1440 FAX (A/C, No): 631-287-2207 E-MAIL ADDRESS: certificates@cookmaran.com
INSURED Virslg LLC 48-02 25th Ave, Ste 406 Astoria, NY 11103-1032	INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Surplus Lines Insu INSURER B: Wesco Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded: 1,000 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	5200184200	11/16/2016	11/16/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		WPP1494255	11/16/2016	11/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		5201060900	11/16/2016	11/16/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Prof. Liability		5200184200	11/16/2016	11/16/2017	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The County of Nassau is included as Additional Insured with regard to General Liability coverage, as required by written and executed contract.

## CERTIFICATE HOLDER

## CANCELLATION

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.

AUTHORIZED REPRESENTATIVE

*Leonard Aciscia*

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE


<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b>  Virsig LLC 48-02 25 <sup>th</sup> Ave, Suite 407 Astoria, NY 11103  <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up)</b>	<b>1b. Business Telephone Number of Insured</b> (718) 819-6412  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> pending  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 47-1416020
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  THE COUNTY OF NASSAU ONE WEST STREET 1 <sup>ST</sup> FLOOR NORTH ENTRANCE MINEOLA, NY 11501	<b>3a. Name of Insurance Carrier:</b> Travelers Indemnity Company of America  <b>3b. Policy Number of entity listed in box "1a"</b> INUB7F44723417  <b>3c. Policy effective period</b> 10/10/2016 to 10/10/2017  <b>3d. The Proprietor, Partners or Executive Officer are</b>  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded

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 3A on 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.

Approved by: Nancy M. Murin  
(Print name of authorized representative or licensed agent of insurance carrier)  
  
Approved by:  April 20, 2017  
(Signature) (Date)  
  
Title: Producer

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-800-524-7024  
*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.*

## **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.



**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

<b>PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier</b>	
1a. Legal Name & Address of Insured (use street address only)  VIRSIG, LLC 48-02 25TH AVE, SUITE 407 ASTORIA, NY 11103  <small>Work Location of Insured(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured  718-819-6412  1c. NYS Unemployment Insurance Employer Registration Number of Insured  PENDING  1d. Federal Employer Identification Number of Insured or Social Security Number  471416020
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  THE COUNTY OF NASSAU ONE WEST STREET 1ST FLOOR NORTH ENTRANCE MINEOLA, NY 11501	3a. Name of Insurance Carrier  HARTFORD LIFE AND ACCIDENT  3b. Policy Number of Entity Listed in Box "1a"  LNY435797  3c. Policy effective period:  07-01-2016 to 06-30-2017
4. Policy covers:  A. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law B. <input type="checkbox"/> Only the following class or classes of employer's employees:   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 NYS Disability Benefits Insurance coverage as described above.  Date Signed: 04-20-2017 By: <i>Keri Miller</i>  <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small>	
Telephone Number: (800) 454-7020 Title: Manager	
IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law, mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 1	
<b>PART 2. To be completed by the NYS Workers' Compensation Board (Only If Box "4b" of Part 1 has been checked)</b>	
<b>State of New York Workers' Compensation Board</b>  According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.  Date Signed: By:  <small>Signature of NYS Workers' Compensation Board Employee)</small>  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 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 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.