

NASSAU COUNTY LEGISLATURE  
MINEOLA, NEW YORK  
TWENTY-SECOND MEETING  
SEPTEMBER 25, 2017 1:00 P.M.  
NINTH MEETING OF 2017

1.  
1:00P.M. Legislative Calendar

**Documents:**

9-25-2017.pdf

2.  
Proposed Ordinances

**Documents:**

PROPOSED ORD. 115-17.pdf  
PROPOSED ORD. 116-17.pdf  
PROPOSED ORD. 117-17.pdf  
PROPOSED ORD. 118-17.pdf  
PROPOSED ORD. 119-17.pdf  
PROPOSED ORD. 120-17.pdf  
PROPOSED ORD. 121-17.pdf  
PROPOSED ORD. 122-17.pdf  
PROPOSED ORD. 123-17.pdf  
PROPOSED ORD. 124-17.pdf  
PROPOSED ORD. 125-17.pdf  
PROPOSED ORD. 126-17.pdf  
PROPOSED ORD. 127-17.pdf  
PROPOSED ORD. 128-17.pdf

3.  
Rules Agenda

**Documents:**

R-9-25-17.pdf

4.  
Contracts

**Documents:**

A-19-17 NCWEB.pdf  
E-188-17 NCWEB.pdf  
E-189-17 NCWEB.pdf  
E-191-17 NCWEB.pdf

- 5.

Meeting Minutes

**Documents:**

FULL LEGISLATIVE, 09-25-17.pdf

6.

Rules committee

**Documents:**

RULES COMMITTEE, 09-25-17.pdf

## **PUBLIC NOTICE**

**PLEASE TAKE NOTICE THAT**

**THE NASSAU COUNTY LEGISLATURE**

**WILL HOLD A MEETING OF THE**

**RULES COMMITTEE**

**ON**

**MONDAY, SEPTEMBER 25, 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. PULTZER**

**Clerk of the Legislature  
Nassau County, New York**

**Dated: September 18, 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>.**

# PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD COMMITTEE MEETINGS OF THE LEGISLATURE ON WEDNESDAY, SEPTEMBER 13, 2017 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, SEPTEMBER 25, 2017 STARTING AT 1:00 PM IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1<sup>st</sup> FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION ..... 1:00 PM

COMMITTEE	TIME
RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00PM
PUBLIC WORKS AND PARKS	1:00PM
HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS AND SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

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

Dated: September 6, 2017  
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial 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>.



# LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE  
TWENTY-SECOND MEETING  
NINTH MEETING OF 2017

MINEOLA, NEW YORK  
SEPTEMBER 25, 2017 1:00 P.M.

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, 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. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL 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 MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON  
<http://www.nassaucountyny.gov/agencies/Legis/index.html>.

1. **ORDINANCE NO. 115 -2017**

AN ORDINANCE AMENDING ORDINANCE NO. 28-2016, AS AMENDED,  
CONSTITUTING THE NASSAU COUNTY FIRE PREVENTION ORDINANCE.  
350-17(FC)

2. **ORDINANCE NO. 116-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF INFORMATION  
TECHNOLOGY. 315-17(OMB)

3. **ORDINANCE NO. 117-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE OFFICE OF THE COUNTY CLERK.  
321-17(OMB)

4. **ORDINANCE NO. 118-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE LITIGATION FUND. 323-17(OMB)

5. **ORDINANCE NO. 119-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.  
324-17(OMB)

6. **ORDINANCE NO. 120-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER'S OFFICE.  
325-17(OMB)

7. **ORDINANCE NO. 121-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 329-17(OMB)

8. **ORDINANCE NO. 122-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE.  
338-17(OMB)

9. **ORDINANCE NO. 123-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN  
SERVICES. 340-17(OMB)

10. **ORDINANCE NO. 124-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.  
341-17(OMB)

11. **ORDINANCE NO. 125-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN  
SERVICES. 342-17(OMB)

12. **ORDINANCE NO. 126-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE VARIOUS DEPARTMENTS.  
343-17(OMB)

13. **ORDINANCE NO. 127-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE VARIOUS DEPARTMENTS.  
344-17(OMB)

14. **ORDINANCE NO. 128-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY. 345-17(OMB)

15. **RESOLUTION NO. 172-2017**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE  
AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTION  
ENTITLED GEORGETTE SORRELL, ET AL. V. INCORPORATED VILLAGE OF  
LYNBROOK, ET AL, DOCKET NO. 10-CV-49 (DRH) (GRB) PURSUANT TO THE  
COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND  
THE NASSAU COUNTY ADMINISTRATIVE CODE. 348-17(AT)

16. **RESOLUTION NO. 173-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE FOR THE  
COUNTY OF NASSAU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH  
THE NASSAU COUNTY INVESTIGATORS POLICE BENEVOLENT  
ASSOCIATION WITH REGARD TO SUBMITTING CERTAIN MATTERS TO THE  
JURISDICTION OF AN INTEREST ARBITRATION PANEL. 247-17(LR)

17. **RESOLUTION NO. 174-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN  
AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE  
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY  
DISTRICT ATTORNEY AND JACK AND JILL OF AMERICA, INC. 307-17(DA)

18. **RESOLUTION NO. 175-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN  
INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF FREEPORT IN  
RELATION TO A PROJECT TO INSTALL SIDEWALKS, STREET LIGHTING AND  
STREETSCAPES ON NORTH MAIN STREET IN THE INCORPORATED VILLAGE  
OF FREEPORT. 410-16(PW)

19. **RESOLUTION NO. 176-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROVIDING A VEHICLE SEIZED UNDER THE ASSET FORFEITURE LAW TO THE TOWN. 309-17(CE)

20. **RESOLUTION NO. 177-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE HICKSVILLE FIRE DISTRICT IN RELATION TO OBTAINING A FIRE PREVENTION TRAILER. 327-17(CE)

21. **RESOLUTION NO. 178-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF LAWRENCE IN RELATION TO A PROJECT TO PROCURE A HEAVY DUTY AMBULANCE FOR THE VILLAGE. 349-17(CE)

22. **RESOLUTION NO. 179-2017**

A RESOLUTION AUTHORIZING THE SIGNING OF A NEW YORK STATE DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL GRANT AGREEMENT FOR FUNDS TO SUPPORT POLICE ENFORCEMENT OF HIGH OCCUPANCY VEHICLE LAWS ON THE LONG ISLAND EXPRESSWAY. 316-17(PD)

23.

**RESOLUTION NO. 180-2017**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING APRIL 1, 2017 THROUGH JUNE 30, 2017; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 313-17(LE)

24.

**RESOLUTION NO. 181-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ANN DE MICHAEL TO THE NASSAU COUNTY BRIDGE AUTHORITY.  
347-17(CE)

25.

**RESOLUTION NO. 182-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 314-17(OMB)

26.

**RESOLUTION NO. 183-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 346-17(OMB)

27.

**RESOLUTION NO. 184-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 332-17(AS)

28.

**RESOLUTION NO. 185-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 333-17(AS)

29.

**RESOLUTION NO. 186-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 334-17(AS)

## **THE FOLLOWING ITEMS MAY BE UNTABLED**

30. **ORDINANCE NO. 17-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 103-17(PW)

31. **ORDINANCE NO. 51-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,300,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 473-16(PW)

32. **ORDINANCE NO. 59-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$750,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 465-16(PW)



33.

**ORDINANCE NO. 60-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 466-16(PW)

34.

**ORDINANCE NO. 61-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 468-16(PW)

35.

**ORDINANCE NO. 62-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,700,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 469-16(PW)

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**NOTICE IS HEREBY GIVEN that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services and Citizens Options Unlimited, Inc. (Formerly YAHRC). RE: OPWDD/Local Assistance. \$630,727.00.  
ID# CQHS17000123.

County of Nassau acting on behalf of Human Services and The Salvation Army.  
RE: Home Delivered Meals(WIN). \$65,876.00. ID# CQHS17000146.

County of Nassau acting on behalf of Human Services and Allen Health Care Services.  
RE: Housekeeper/Homemaker. \$.01. ID# CQHS17000149.

County of Nassau acting on behalf of Human Services and Jzanus Home Care, Inc.  
RE: Housekeeper/Homemaker. \$.01. ID# CQHS17000151.

County of Nassau acting on behalf of Human Services and Helping Hands, Inc.  
RE: Housekeeper/Homemaker. \$.01. ID# CQHS17000150.

County of Nassau acting on behalf of Human Services and Adults and Children with Learning and Development Disabilities. RE: OPWDD/Local Assistance. \$51,956.00.  
ID# CQHS17000124.

County of Nassau acting on behalf of Human Services and Long Island Families Together. RE: CSP/REINV. \$37,483.00. ID# CQHS17000132.

County of Nassau acting on behalf of Human Services and Hispanic Counseling Center, Inc. RE: OMH Grant. \$409.00. ID# CLHS17000019.

County of Nassau acting on behalf of Human Services and Catholic Charities of the Diocese of Rockville Centre. RE: Transportation & Support Services. \$498,721.00.  
ID# CQHS17000166.

County of Nassau acting on behalf of Human Services and Great Neck Senior Citizens Center, Inc. RE: Congregate Meals/Transportation. \$246,669.00.  
ID# CQHS17000042.

County of Nassau acting on behalf of Human Services and Cornell Cooperative Extension of Nassau County. RE: Health Promotion. \$63,690.00.  
ID# CQHS17000165.

County of Nassau acting on behalf of Human Services and Utopia Home Care, Inc.  
RE: Housekeeper/Homemaker. \$.01. ID# CQHS17000157.

County of Nassau acting on behalf of Social Services and Adelphi University.  
RE: Day Care. \$.01. ID# CQSS17000052.

County of Nassau acting on behalf of Social Services and Safe Child Early Learning, Inc.  
RE: Day Care. \$.01. ID# CQSS17000055.

County of Nassau acting on behalf of Social Services and Learn and Play Center, Inc.  
RE: Day Care. \$.01. ID# CQSS17000054.

County of Nassau acting on behalf of Human Services and Baldwin UFSD.  
RE: Youth Drug Abuse. \$32,513.00. ID# CQHS17000180.

County of Nassau acting on behalf of Human Services and Elmont UFSD.  
RE: Youth Drug Abuse. \$85,434.00. ID# CQHS17000182.

County of Nassau acting on behalf of Human Services and Herrick's Union Free School District. RE: Transportation & Supportive Services. \$79,611.00. ID# CQHS17000167.

County of Nassau acting on behalf of Human Services and Aides at Home, Inc.  
RE: Housekeeper/Homemaker. \$.01. ID# CQHS17000148.

County of Nassau acting on behalf of Human Services and People Care, Inc.  
RE: Housekeeper/Homemaker. \$.01. ID# CQHS17000152.

County of Nassau acting on behalf of Human Services and Family and Children's Association. RE: Case Management – EISEP. \$781, 882.00. ID# CQHS17000161.

County of Nassau acting on behalf of Human Services and Adelphi U. Instit. For Parenting. RE: Preventive Services. \$.01. ID# CLSS17000030.

County of Nassau acting on behalf of Human Services and Oceanside Counseling Center, Inc. RE: Chemical Dependency. \$111,758.00. ID# CQHS17000171.

County of Nassau acting on behalf of Social Services and Cornell Correction of California, Inc. RE: Foster Care. \$.02. ID# CQSS17000057.

County of Nassau acting on behalf of Social Services and Hyasmine Velasco  
RE: Adult Foster Care. \$.03. ID# CQSS17000035.

County of Nassau acting on behalf of Social Services and Elizabeth Dufresne.  
RE: Adult Foster Care. \$.03. ID# CQSS17000036.

County of Nassau acting on behalf of Social Services and Martine Debrosse-Campbell.  
RE: Adult Foster Care. \$.03. ID# CQSS17000037.

County of Nassau acting on behalf of Information Technology and Gayron De Bruin  
Land Surveying & Engineering, PC. RE: GIS Support Services & Training. \$.01.  
ID# CLIT17000007.

County of Nassau acting on behalf of Public Works and NYS Department of Transportation. RE: Federal Aid – Master Agreement. \$.01. ID# CFPW17000008.

County of Nassau acting on behalf of Human Services and South Shore Child Guidance Association, Inc. RE: Comm. Support/Art. 28&31. \$100,200.00.  
ID# CLHS17000126.

County of Nassau acting on behalf of Human Services and PSCH, Inc.  
RE: OMH PROS. \$241.00. ID# CLHS17000027.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Island  
Housing Partnership. RE: HOME Investment Partnerships. \$.01. ID# CLHI17000009.

County of Nassau acting on behalf of Housing and Intergovernmental and Uniondale  
Community Council. RE: CDBG. \$60,000.00. ID# CQHI17000019.

County of Nassau acting on behalf of Housing and Intergovernmental and BIFFCO  
Foundation, Inc. RE: CDBG. \$30,000.00. ID# CQHI17000018.

County of Nassau acting on behalf of Social Services and Guerline Santervil.  
RE: Adult Foster Home. \$.03. ID# CQSS17000041.

County of Nassau acting on behalf of Social Services and UHS of Provo Canyon, Inc.  
RE: Foster Care. \$.02. ID# CQSS17000025.

**THE NASSAU COUNTY LEGISLATURE**  
**WILL CONVENE NEXT**  
**COMMITTEE MEETINGS**  
**MONDAY OCTOBER 2, 2017 at 1:00PM**  
**AND**  
**FULL LEGISLATURE MEETING**  
**MONDAY OCTOBER 16, 2017 at 1:00PM**

**PROPOSED ORDINANCE NO. 115 – 2017**

AN ORDINANCE AMENDING ORDINANCE NO. 28-2016, AS AMENDED,  
CONSTITUTING THE NASSAU COUNTY FIRE PREVENTION ORDINANCE.

WHEREAS, the Fire Commission has recommended certain changes to the Nassau County Fire Prevention Ordinance, Ordinance No. 28-2016; and

WHEREAS, the recommended changes are necessary and due in part to changes in regulations issued by the New York State Department of Environmental Conservation; now, therefore,

BE IT ORDAINED, by the County Legislature of the County of Nassau, as follows:

Section 1. Article XV of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby REPEALED.

§ 2. Section 1.8 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 1.8 Penalties**

Unless an Article of this Ordinance provides otherwise, any person, firm or corporation violating any provision of this Ordinance or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of an offense punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment for not more than one year or both for each and every such violation. The imposition of the penalty for any violation of this Ordinance shall not excuse the violation or permit it to continue, and each fifteen days that the prohibited conditions are maintained shall constitute a separate offense.

§ 3. Section 3.1.2 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

- 3.1.2** Where there is a difference between the provisions of this Article and the standards referenced in this Article the provisions of this Article and/or the New York State Uniform Fire Prevention and Building Code shall apply. In the case of conflict between this Article and the New York State Uniform Fire Prevention and Building Code or any federal, state or Nassau County law, the more restrictive provision shall apply.

§ 4. Section 3.2 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

### **Section 3.2 Definitions**

The following words and terms shall, for the purpose of this section and as used elsewhere in this Ordinance, have the meanings shown herein. Words used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

**AUTOMOTIVE SERVICE STATION** – means that portion of property where flammable and/or combustible liquids or gases used as motor fuels are stored and dispensed from fixed equipment into the fuel tanks of motor vehicles.

**BULK PLANT OR TERMINAL** – means that portion of property where flammable and/or combustible liquids are received by tank vessel, pipeline, tank car, or tank vehicle and are stored or blended in bulk for the purpose of distributing such liquids by tank vessel, pipeline, tank car, tank vehicle and/or portable tank or container.

**BULK STORAGE FACILITY** – means a terminal where products are received by tank vessel, pipe lines, tank car or tank vehicle and are stored or blended in bulk for the purpose of distributing such liquids by tank vessel, pipe line, tank car, tank vehicle or container, or for on-site use.

For the purpose of this Article, bulk storage facilities, because of conditions associated with their physical locations shall be characterized as either Marine or Inland Terminals.

**CARRIER** – means a person who transports and transfers products from one pipe or tank to another.

**DISCHARGE** – means an intentional or unintentional act or omission resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of products into the waters, onto the surface or subsurface of the County, or into the waters outside the County when

damage may result to the lands, waters, or natural resources within the County that is not pursuant to and in compliance with the conditions of a valid local, state or federal permit.

**EXISTING FACILITY** – means a facility that had been constructed and was capable of being operated prior to the effective date of this Article.

**FACILITY or STORAGE FACILITY** – means one or more stationary tanks, including any associated intra-facility pipelines, fixtures, or other equipment. A facility may include aboveground tanks, underground tanks or a combination of both including pipelines.

**MARINE MOTOR FUEL-DISPENSING FACILITY** – means that portion of property where flammable or combustible liquids or gases used as a fuel for watercraft are stored and dispensed from fixed equipment on shore, piers, wharves, floats or barges into the fuel tanks of watercraft and shall include all other facilities used in connection therewith.

**MARINE TERMINAL** – means a product storage installation located adjacent to or bordering on navigable waters surrounding or within the County of Nassau.

**NON – STATIONARY TANK** – means any tank that is mobile in practice and design, including tanks on wheels, trolleys, skids, pallets or rollers.

**OIL PRODUCTION FACILITY** – means all wells, flow lines, separation equipment, storage facilities, gathering lines and auxiliary non-transportation related equipment used for the storage and handling of unrefined petroleum.

**OPERATOR** – means any person who leases, operates, maintains, controls or supervises a facility.

**OUT OF SERVICE** – means a facility or portion thereof that is no longer in use.

**OWNER** – means any person who has legal or equitable title to a facility.

**PERSON** – except as where otherwise provided in the Article, means any individual, public or private corporation, municipality, political subdivision, government agency, industry, partnership, unincorporated association, joint venture, trust, estate or any other legal entity.

**PETROLEUM** – means any petroleum-based oil of any kind that is liquid at 68 degrees Fahrenheit (20 degrees Celsius) under atmospheric pressure

and has been refined, re-refined, or otherwise processed for the purpose of being burned as a fuel to produce heat or usable energy or that is suitable for use as a motor fuel or lubricant in the operation or maintenance of an engine. Waste oil that has been reprocessed or re-refined and is being stored for sale or use as fuel or lubricant is considered petroleum for purposes of this Article.

**PRODUCT** – means any flammable or combustible liquid, of any chemical composition, which use and storage is governed by this Article.

**SECONDARY CONTAINMENT** – means containment that prevents any materials spilled or leaked from reaching the land or water outside the containment area before cleanup occurs.

**SELF-SERVICE STATION** – means that portion of an automotive service station where liquid motor fuels are dispensed from fixed approved dispensing equipment into the fuel tanks of motor vehicles by persons other than the service station attendant. **SPILL or SPILLAGE** – means any escape of products from the containers employed in the course of storage, transfer, processing or use.

**SPILL or SPILLAGE** – means any escape of products from the containers employed in the course of storage, transfer, processing or use.

**A SUBSTANTIALLY MODIFIED FACILITY** – means any existing facility that has been modified in one or more of the following ways; one or more stationary tanks has been added; an existing stationary tank has been replaced, reconditioned or permanently closed; or a leaking storage tank has been replaced, repaired or permanently closed. The repair, replacement or installation of a piping system or other equipment does not substantially modify a facility.

**WATERS or WATERS OF THE COUNTY** – shall be construed to include lakes, bays, sounds, ponds, impounding reservoir, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the County , and all other bodies of surface or underground waters, either natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters which do not combine or effect a junction with natural surface or underground waters) that are wholly or partially within or bordering the County.

§ 5. Section 3.3.1 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby REPEALED.



§ 6. Section 3.3.3.10 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**3.3.3.10 Brush and Debris**

Weeds, grass, brush, trash and other combustible materials shall be kept not less than 10 feet from fuel-handling equipment.

§ 7. Section 3.4 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**Section 3.4 Reserved**

§ 8. Section 3.5.1 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby REPEALED.

§ 9. Section 3.5.2 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby REPEALED.

§ 10. Section 3.5.3 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby REPEALED.

§ 11. Section 3.5.4 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**Section 3.5.1 Communicating Device**

The owner or operator shall ensure that a fire alarm box or other communicating device is located on the premises in close proximity to the loading rack for the purpose of reporting a fire or emergency in the vicinity to the local fire department, police department or U.S. Coast Guard.

§ 12. Section 3.7.2.1 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**3.7.2.1** New and existing installations of flammable motor fuel dispensing systems shall have an automatic fire-extinguishing system using an extinguishing agent suitable for petroleum fires and installed in

accordance with NFPA 17 and their listings, and UL 1254 Standard for Pre-Engineered Dry Chemical Extinguishing systems. The fire protection system shall be connected to the fire alarm system, if provided, in accordance with the requirements of NFPA 72.

§ 13. Section 3.7.2.2 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**3.7.2.2** Design drawings are to be submitted in accordance with Section 3.12.12.2 and Article 24 of this Ordinance

§ 14. Section 3.8 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**Section 3.8    Reserved**

§ 15. Section 3.9.4.5 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**3.9.4.5** No motor fuel may be dispensed into or stored in an unapproved portable container as defined in Section 3.3.3.9 of this Ordinance. Motor fuel shall not be dispensed into portable tanks or cargo tanks.

§ 16. Section 3.9.4.7.5 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**3.9.4.7.5** Only dispensing nozzles of the self-closing type are permitted for self-Service dispensing devices.

§ 17. Section 3.9.4.8 is hereby added to Section 3.9.4 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016:

**3.9.4.8** Fueling of floating marine craft or berthed marine craft with Class I fuels at other than a marine motor fuel dispensing facility are prohibited.

§ 18. Section 3.12.2 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**3.12.2 Design Drawings Submission Required**

**3.12.2.1** In addition to the submission of design drawings required pursuant to Sections 3.5.1 of this Ordinance, the owner or operator shall submit design drawings to the Fire Marshal for review and pay the applicable fee set forth in Article XXII of this Ordinance if the design drawings are for the proposed installation, new construction, or modification of existing facilities and one or more of the following criteria is met:

1. An automatic fire suppression system is required, or an existing system is modified.
2. Flammable and/or combustible liquids are stored, handled, dispensed, mixed, transferred or packaged.
3. Emergency generators using a product as a fuel are installed.

**3.12.2.2** The design drawings, at a minimum, must conform to the requirements of Section 3.5.1 of this Ordinance. The Fire Marshal may require additional information on the design drawings to indicate compliance with this Article.

§ 19. Section 3.12.3 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby REPEALED.

§ 20. Section 3.13.1.1 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby AMENDED to read:

**3.13.1.1** Any person performing the following work shall secure the applicable license from the Fire Marshal in accordance with Article XX of this Ordinance installing, testing, inspecting or maintaining any automatic fire suppression system.

§ 21. Section 3.13.2.1.1 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016 is hereby REPEALED.

§ 22. Section 3.16 of Ordinance No. 28-16, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

### **Section 3.16 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New

York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 23. Section 4.7 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

#### **Section 4.7 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five-thousand (\$5,000) dollars for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 24. Section 5.0 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

#### **Section 5.0 Scope**

This Article pertains to the storage, mixing and application of flammable finishes, powder coating and dip tanks. This article shall not apply to the use of aerosol products in containers up to 24-ounce capacity, that are not used continuously and repeatedly in the same location.

§ 25. Section 5.1.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**5.1.1** The following National Fire Protection Association (“NFPA”) Standards, are adopted in Nassau County and incorporated by Referenced into this Article:

NFPA 10	Standard for Portable Fire Extinguishers
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 17	Dry Chemical Extinguishing Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 33	Standard for Spray Application Using Flammable or Combustible Materials
NFPA 34	Standard for Dipping, Coating, and Printing Processes Using Flammable or Combustible Liquids

The NFPA edition can be found in Article XXX Referenced Standards of this Ordinance.

§ 26. Section 5.3 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 5.3 Safeguards in Connection with Other Occupancies**

Finishing shops in buildings containing other occupancy shall be separated by a three (3) hour rated fire partitions or fire walls from other portions of the building; or a two (2) hour fire partition or fire wall and shall be equipped with an automatic sprinkler system in the occupancy.

§ 27. Section 5.4 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 5.4 Storage of Flammable Finishes in Finishing Shops**

**5.4.1** Quantities not exceeding, in the aggregate, fifty gallons with no container exceeding five gallons' capacity may be stored in flammable liquid storage cabinets. Storage cabinets shall be listed by the manufacturer or shall be designed and constructed to meet the requirements of NFPA 30.

- 5.4.2** Quantities in excess of fifty gallons shall be stored as described in NFPA 30 Flammable and Combustible Liquids Code and NFPA 33 Standard for Spray Application Using Flammable or Combustible Materials.

§ 28. Section 5.7 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 5.7 Ventilation**

- 5.7.1** Unless ventilated spray booths are used for all finishing operations, finishing rooms and mixing rooms shall be continuously ventilated during operation. Ventilation shall be such as to affect at least one complete change of air every three minutes.
- 5.7.2** Exhaust intakes in finishing rooms shall be located no higher than five (5') feet above the floor and shall discharge directly outside of building. All exhaust stacks and ducts shall be of substantial construction made tight, with joints overlapping a minimum of one inch (1"). They shall extend as directly as possible to the outside air, where the ductwork must pass through another room, the ductwork shall be enclosed in a one (1) hour fire rated assembly and be so arranged that the discharge or vapor and residue or fire therefrom will not endanger property. Exhaust termination outlets shall extend six foot (6') above the roof line, and be ten feet (10') away from any openings and 30 feet away from the property line. They shall not be connected to other ventilating or collecting systems. Exhaust stacks and ducts that convey flammable vapors passing through roof ceiling assemblies must follow clearances as per Mechanical Code of New York State. A minimum of six inches (6") clearance to any combustible.

§ 29. Section 5.9.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

- 5.9.1** Finishing shops shall be kept free from all unnecessary combustible materials and refuse. No combustible materials or refuse are to be within three (3) feet of a spray booth, or mixing room.

§ 30. Section 5.9.4 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

- 5.9.4** Filters must be changed as per manufactures recommendations or sooner as required.

§ 31. Section 5.10 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 5.10 Open Flames and Heating**

**5.10.1** No open flame shall be permitted in storage or mixing rooms, storage cabinets, finishing rooms or spray booths. Only indirect heating systems shall be used.

**5.10.2** All building heating equipment. All open flame or infrared tube heating equipment must be a minimum of 20 feet away from the booth and outside the hazard zones.

§ 32. Section 5.11 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 5.11 Grounding**

**5.11.1** All metal spray booths, dip tanks, bake ovens, mixers, filters, pumps, motors and shafting shall be electrically grounded, as per National Electric Code

§ 33. Section 5.12.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**5.12.1** Portable fire extinguishers shall be provided and maintained in compliance with NFPA 10, with a minimum rating of 40BC.

§ 34. Section 5.14.3 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**5.14.3** Spray booths shall be provided with exhaust systems of sufficient capacity to adequately remove vapors or residue. The supply of air entering the room where the spray booths are located shall be substantially equivalent to the exhaust capacity provided. Each spray booth shall have an independent stack or vent, except that not more than three booths each with less than six square feet frontal area may connect to one stack or vent. A stack or vent shall be properly supported and shall have at least a six (6) inch clearance where it passes through wooden floors, roofs, partitions or in close proximity to them or other combustible material.

§ 35. Section 5.14.9 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**5.14.9** No exposed combustible roof assemblies shall be in spray rooms including rooms where spray booths or mixing rooms are located. Where the spray room, spray booth or mixing room is closer than three (3) feet to the combustible roof assembly, a minimum of one (1) hour fire rating is required. If the spray room, spray booth or mixing room is greater than three (3) feet then one (1) layer of 5/8 sheet rock is required, to cover the roof assembly.

§ 36. Section 5.17.1.1 is hereby added to Section 5.17.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016:

**5.17.1.1** The automatic extinguishing system shall be installed by a qualified person, firm, business entity or corporation certified by the manufacturer of the system being installed.

§ 37. Section 5.21.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**5.21.1** Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 38. Section 6.1.4 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 6.1.3** Deviations from the NFPA Standards listed above or this Ordinance, are only permitted after a variance is granted by the Fire Commission pursuant to Section 2.6 of this Ordinance.



§ 39. Section 6.5.4 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**6.5.4** Every distribution point or distribution plant offering filled Liquefied Petroleum Gas cylinders for sale or resale shall have a certified scale on the premises to insure that each portable cylinder containing liquefied petroleum gas has not been filled beyond its safe capacity. Each such cylinder shall be weighed before delivery to the purchaser, to insure that the cylinder is not filled beyond acceptable limits, and shall be checked for leaks before turning over/selling to the public. Excluding those with a water capacity of 2 ½ pounds or less.

**6.5.4.1** Each cylinder shall be weighed and checked for leaks before being deliver to the purchaser to insure that the cylinder is not filled beyond acceptable limits or has any leaks.

**6.5.4.2** Every LPG cylinder excluding those with a water capacity of 2 ½ pounds or less, shall be checked for leaks before turning over / selling to the public.

§ 40. Section 6.5.5.4 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**6.5.5.4** Reserved.

§ 41. The second section incorrectly numbered 6.5.5 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**6.5.6 Temporary or Emergency Use in Occupied Buildings**

Liquefied Petroleum Gas may be used in occupied buildings or structures attached to occupied buildings provided that:

**6.5.6.1** Containers in use shall be placed so as to ensure against tipping, and protected from physical damage.

**6.5.6.2** Portable heaters utilizing Liquefied Petroleum Gas must be equipped with a safety pilot device which will shut off the flow of gas should the pilot light be extinguished.

**6.5.6.3** Containers must be outside the building at an approved location.

**6.5.6.4** Supply line from the container must be approved copper tubing or piping with approved fittings, adequately secured to the building, and protected against physical damage.

**6.5.6.5** An approved gas shut-off device as specified in the *Fuel Gas Code of New York State* must be installed at the end of copper tubing or piping inside the building when connection from this point to heater is to be approved flexible hose.

**6.5.6.6** Approved carbon monoxide detection alarms shall be installed in all areas where heaters fueled by Liquefied Petroleum Gas are in use. Installation of detection alarms shall be in accordance with manufacturer's requirements.

**6.5.6.7** A permit is obtained from the Fire Marshal.

§ 42. Section 6.5.6 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**6.5.7 Supervision**

Temporary cooking equipment, heaters and other equipment acceptable to the Fire Marshal shall be supervised by a person approved by the Fire Marshal who has knowledge of the utilization of Liquefied Petroleum Gas. This person is to be in attendance at all times when heaters are in operation. Proper supervision is the responsibility of the person, firm and corporation using temporary heat.

§ 43. Section 6.5.7 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**6.5.8** All openings between an occupied portion and portion under construction where Liquefied Petroleum Gas is used are to be closed with material of at least one (1) hour fire rating.

§ 44. Section 6.5.8 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**6.5.9** Excess Flow Check Valve(s).

All containers, except cylinders with a maximum water capacity of 2-1/2 pounds, shall be equipped with an excess flow check valve to shut off the flow of gas if a hose is severed.

§ 45. Section 6.9 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 6.9 Certificate of Fitness Required**

Any person filling containers at distribution points where Liquefied Petroleum Gas is sold and/or transferred from one vessel into another, or offering prefilled liquefied petroleum gas cylinders to the public, shall hold a valid Certificate of Fitness issued by the Fire Marshal. The Requirements of Certificate of Fitness shall be in accordance with Article XX of this Ordinance. The fee for certificate of fitness is set forth in Article XXII of this Ordinance.

§ 46. Section 6.12 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 6.12 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 47. Section 7.5 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 7.5 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding

one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 48. Section 8.14 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 8.14 Penalties**

Any person or business entity other than a corporation violating any provisions of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand (\$1,000.00) dollars or, by imprisonment for not more than one (1) year or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand (\$5,000.00) dollars for each and every offense. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense. However, no penalty for a violation of this Article shall exceed any penalty provided for by the State of New York in any law or regulation relating to carbon monoxide detection.

§ 49. Section 9.1.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 9.1.1** The following National Fire Protection Association (“NFPA”) Standards, are adopted in Nassau County and incorporated by reference into this Article:

NFPA 10	Standard for Portable Fire Extinguishers
NFPA 51B	Standard for Fire Prevention During Welding, Cutting, and Other Hot Work

NFPA 70      National Electrical Code ®

The NFPA edition can be found in Article XXX Referenced Standards of this Ordinance.

§ 50. Section 9.9 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 9.9    Failing to Comply**

No person, business entity or corporation shall fail to comply with any order or regulation made under this Article.

§ 51. Section 9.10 is hereby added to Section 9 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016:

**Section 9.10   Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 52. Table 10.8.1.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby REPEALED and REPLACED with:

**Table 10.8.1.1   PERMIT AMOUNTS FOR HAZARDOUS MATERIALS**

TYPE OF MATERIAL	AMOUNT
Combustible liquids	An operational permit is required: 1.To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments. 2.To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft and other special equipment at

	commercial, industrial, governmental or manufacturing establishments.
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Corrosive materials

Gases	200 cubic feet at NTP
Liquids	55 gallons
Solids	1000 pounds
Explosive materials	<p>An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.</p> <p>Exception: Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606.</p>

Flammable materials

Gases	200 cubic feet at NTP (except cryogenic fluids and liquefied petroleum gases)
Liquids	<p>Flammable and combustible liquids. An operational permit is required:</p> <ol style="list-style-type: none"> <li>1.To use or operate a pipeline for the transportation within facilities of flammable or combustible liquids. This requirement shall not apply to the off-site transportation in pipelines regulated by the Department of Transportation (DOTn) nor does it apply to piping systems.</li> <li>2.To store, handle or use Class I liquids in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except that a permit is not required for the following: <ol style="list-style-type: none"> <li>2.1.The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the fire code official, would cause an unsafe condition.</li> <li>2.2.The storage or use of paints, oils, varnishes or similar flammable mixtures where such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days.</li> </ol> </li> <li>3.To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.</li> <li>4.To store, handle or use Class IIIB liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilities or where connected to fuel-burning equipment.</li> </ol> <p>Exception: Fuel oil and used motor oil used for space heating or water heating.</p> <ol style="list-style-type: none"> <li>5.To remove Class I or II liquids from an underground storage tank used for fueling motor vehicles by any means other than the approved, stationary on-site</li> </ol>

	<p>pumps normally used for dispensing purposes.</p> <p>6.To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel–dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used.</p> <p>7.To place temporarily out of service (for more than 90 days) an underground, protected above–ground or above–ground flammable or combustible liquid tank.</p> <p>8.To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed.</p> <p>9.To manufacture, process, blend or refine flammable or combustible liquids.</p> <p>10.To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments.</p> <p>11.To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments.</p>
Solids	100 pounds

#### Highly toxic materials

Gases	Any Amount
Liquids	Any Amount
Solids	Any Amount

#### Oxidizing materials

Gases	504 cubic feet at NTP (including Oxygen)
Liquids	
Class 4	Any Amount
Class 3	1 gallon <sup>a</sup>
Class 2	10 gallons
Class 1	55 gallons
Solids	
Class 4	Any Amount
Class 3	10 pounds <sup>b</sup>
Class 2	100 pounds
Class 1	500 pounds

#### Organic peroxides

Liquids	
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Class I	Any Amount
Class II	Any Amount
Class III	1 gallon
Class IV	2 gallons
Class V	No Permit Required
Solids	
Class I	Any Amount
Class II	Any Amount
Class III	10 pounds
Class IV	20 pounds
Class V	No Permit Required

Pyrophoric  
materials

Gases	Any Amount
Liquids	Any Amount
Solids	Any Amount

Toxic  
materials

Gases	Any Amount
Liquids	10 gallons
Solids	100 pounds

Unstable  
(reactive)  
materials

Liquids	
Class 4	Any Amount
Class 3	Any Amount
Class 2	5 gallons
Class 1	10 gallons
Solids	
Class 4	Any Amount
Class 3	Any Amount
Class 2	50 pounds
Class 1	100 pounds

Water-reactive



materials

Liquids	
Class 3	Any Amount
Class 2	5 gallons
Class 1	55 gallons
Solids	
Class 3	Any Amount
Class 2	50 pounds
Class 1	500 pounds

For SI: 1 gallon = 3.785 L, 1 pound = 0.454 kg.

§ 53. Section 10.11 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 10.11 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 54. Section 11.6 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 11.6 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates

any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 55. Section 12.8 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 12.8 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 56. Section 13.12 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 13.12 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 57. Section 14.13 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

### **Section 14.13 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 58. Section 16.5 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

### **Section 16.5 Penalties**

Any person or business entity other than a corporation that fails to comply with any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, is guilty of a misdemeanor that is punishable by a fine not exceeding one thousand (\$1,000) dollars or by imprisonment for not more than one (1) year, or both, for each and every offense. A corporation that violates any provision of this Article is guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of a penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the violation continues constitutes a separate offense.

§ 59. Section 17.11.2 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

17.11.2 Any activation of the fire alarm system resulting in the response of the fire department or any fire department personnel, caused by a contractor or person who fails to either place the system on test or by contacting the local fire department dispatcher to take the fire alarm system out of service, during service of any fire protection system, shall be in violation of this Ordinance.

§ 60. Section 17.13 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 17.13 Penalties**

Any person or business entity other than a corporation violating any provisions of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand (\$1,000.00) dollars or, by imprisonment for not more than one (1) year or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand (\$5,000.00) dollars for each and every offense. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 61. Section 18.15 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 18.15 Penalties**

Any person or business entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000.00) or, by imprisonment for not more than one (1) year, or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding Five Thousand Dollars (\$5,000.00) for each and every offense. The imposition of the penalty for any violations of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 62. Section 19.10 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 19.10 Penalties**

Any person or business entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand dollars (\$1,000) or, by imprisonment for not more than one (1) year or both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000) for each and every offense. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 63. Section 21.9 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 21.9 Penalties**

Any person, firm, or business entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000.00) or, by imprisonment for not more than one (1) year or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding Five Thousand Dollars (\$5,000.00) for each and every offense. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit to continue and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 64. Section 22.3.3.2.3 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

<b>22.3.3.2.3</b>	New or Modified Automatic Fire Suppression System	\$ 550.00
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§ 65. Section 22.15 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 22.15 Reserved**

§ 66. Section 22.29 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 22.29 Article XXIX**

**22.29.1** Sprinkler and Standpipe System (Type 2) Inspection, Testing and Maintenance License Fees:

<b>22.29.1.1</b>	Initial Application	\$320.00
<b>22.29.1.2</b>	Renewal fee for each year valid	\$165.00

**22.29.2** Sprinkler and Standpipe System Testing Fees:

<b>22.29.2.1</b>	Functionality Test	\$550.00
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**22.29.3** Inspection, Testing and Maintenance Certificate of Fitness (Type 2) Fees:

<b>22.28.3.1</b>	Initial Application	\$330.00
<b>22.28.3.2</b>	Renewal fee for each year valid	\$70.00

§ 67. Section 23.8 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 23.8 Penalties**

Any person or business entity other than a corporation, violating any provision of this Article or NYCRR Title 19, or such other New York

State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand dollars (\$1,000.00) or, by imprisonment for not more than one (1) year, or both, for each and every violation. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$ 5,000.00) for each and every violation. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate violation.

§ 68. Section 24.20 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 24.20 Penalties**

Any person or business entity other than a corporation, violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand dollars (\$1,000.00) or, by imprisonment for not more than one (1) year, or both, for each and every violation. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000.00) for each and every violation. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate violation.

§ 69. Section 25.8 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 25.8 Penalties**

Any person or entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to

comply therewith, or violating or failing to comply with any order or regulation made hereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand dollars (\$1,000) or, by imprisonment for not more than one (1) year, or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made hereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000.00) for each and every offense. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 70. Section 26.2 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

#### **Section 26.2 Definitions**

The following words and terms shall, for the purpose of this section and as used elsewhere in this Ordinance, have the meanings shown herein. Words used in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

**FLAME EFFECT** – Combustion of flammable solids, liquids, or gases to produce thermal, physical, visual, or audible phenomena before an audience.

**COLD SPARK FOUNTAIN** – Any device that emits a shower or fountain of cold sparks.

**PERFORMANCE** – Enactment of a musical, dramatic, operatic, or other entertainment production. A performance can include encores.

**PRODUCTION** – Performances of a musical, dramatic, operatic or other series of shows.

**PYROTECHNICS** – Controlled exothermic chemical reactions that are timed to create the effects of heat, gas, sound, dispersion of aerosols, emission of visible electromagnetic radiation, or a combination of these effects to provide the maximum effect from the least volume.

**PYROTECHNIC DEVICE** – Any device containing pyrotechnic materials and capable of producing a special effect.



**PYROTECHNIC MATERIAL** – A chemical mixture used in the entertainment industry to produce visible or audible effects by combustion, deflagration, or detonation. Such a chemical mixture consists predominantly of solids capable of producing a controlled, self-sustaining, and self-contained exothermic chemical reaction that results in heat, gas, sound, light, or a combination of these effects. The chemical reaction functions without external oxygen.

**PYROTECHNIC OPERATOR** – An individual who has responsibility for pyrotechnic safety and who controls, initiates, or otherwise creates special effects. The operator is also responsible for storing, setting up, and removing pyrotechnic materials and devices after a performance.

§ 71. Section 26.3.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

### **26.3.1 Prohibitions**

#### **26.3.1.1 Smoking**

Smoking is prohibited within 50 feet of a pyrotechnic device. “NO SMOKING PYROTECHNICS” signs in letters at least two inches high shall be conspicuously posted in vicinity of pyrotechnic material or devices.

#### **26.3.1.2 Sources of Ignition**

All sources of ignition, including, but not limited to open flames, fire-producing devices, hot surfaces, frictional heat, radiant heat, and electrical and mechanical sparks, are prohibited in the vicinity of pyrotechnics, except where such sources of ignition are required for the firing of pyrotechnics.

#### **26.3.1.3 Liquefied Petroleum Gas**

The use of liquefied petroleum gas, propane, butane, methane, etc. in connection with pyrotechnics is prohibited unless such use is specifically approved in writing by the Fire Marshal.

#### **26.3.1.4 Fire Protection Systems Required**

The use of pyrotechnics is prohibited in any building not protected throughout with an automatic fire sprinkler system

installed in accordance with Article 28 of this Ordinance and a complete fire alarm and smoke and fire detection system installed in accordance with Article 17 of this Ordinance.

**26.3.1.5 Minimum Ceiling Height Required**

The use of pyrotechnics is prohibited in any building with a ceiling height less than twenty-five (25) feet from the display level, except that the Fire Marshal and the Nassau County Police Department Arson/Bomb Squad may waive this prohibition where there is not a substantial risk to life safety or where alternatives to maintain an equivalent level of safety are prescribed.

§ 72. Section 26.5 is hereby added to Article XXVI of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016:

**Section 26.5 Cold Spark Fountains**

Cold Spark Fountains must comply with section 26.3 and 26.4 of this Ordinance.

26.5.1 Fire Extinguishing Equipment. Portable fire extinguishers or other fire extinguishing appliances rated for “D” type fires shall be readily accessible any place a cold spark fountain is being stored, set up, displayed or used.

§ 73. Section 26.5 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 26.6 Failing to Comply**

No person or entity shall fail to comply with any order or regulation made under this Article.

§ 74. Section 26.6 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 26.7 Penalties**

Any person or entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made hereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand dollars (\$1,000) or, by imprisonment for not more than one (1) year, or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made hereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000.00) for each and every offense. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 75. Section 27.3 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 27.3 Penalties**

Any person or entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made hereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding one thousand dollars (\$1,000) or, by imprisonment for not more than one (1) year, or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made hereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding five thousand dollars (\$5,000.00) for each and every offense. The imposition of the penalty for any violation of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 76. Section 28.3.1.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**28.3.1.1** Working design drawings shall be submitted to and approved by the Fire Marshal prior to the installation, alteration, relocation or remodeling of any sprinkler system equipment; provided, however, that any alteration of an existing system involving the relocation, lowering, or raising of twenty-five (25) or less existing sprinkler heads shall not require design drawings to be filed, but shall instead require a Sprinkler Head Relocation Test Permit issued by the Fire Marshal prior to the commencement of any such work. A Sprinkler Head Relocation Test Permit shall be obtainable by application as prescribed by the Fire Marshal. There shall be a design drawing review fee and a Sprinkler Head Relocation Test Permit fee set forth in Article XXII of this Ordinance. Any deviation from such approved design drawings shall require the permission of the Fire Marshal. The original Fire Marshal's Copy of such approved design drawings or a Sprinkler Head Relocation Permit shall be on site during the installation, alteration, relocation, remodeling and testing of any sprinkler system equipment. Fire Marshal's copy shall remain on site following approval of the system by the Fire Marshal.

§ 77. Section 28.4.8 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**28.4.8** Design drawings for installations shall be stamped by a New York State Licensed Professional Engineer or New York State Registered Architect as required by the New York State Department of Education Law, Section 7209. A raised seal or stamp and signed letter from the engineer or architect on their professional letterhead shall accompany design drawings attesting to his/her seal/signature on design drawings attesting that design drawings and the entire submission package were reviewed. All signatures shall be original; facsimile or copied signatures shall not be accepted.

§ 78. Section 28.11 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

#### **Section 28.11 Penalties**

Any person or business entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a

misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000.00) or, by imprisonment for not more than one (1) year, or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding Five Thousand Dollars (\$5,000.00) for each and every offense. The imposition of the penalty for any violations of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 79. Section 29.11 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 29.11 Penalties**

Any person or business entity other than a corporation violating any provision of this Article or NYCRR Title 19, or such other New York State laws or regulations enacted or issued to replace NYCRR Title 19, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000.00) or, by imprisonment for not more than one (1) year, or, both, for each and every offense. A corporation violating any provision of this Article, or failing to comply therewith, or violating or failing to comply with any order or regulation made thereunder, shall upon conviction be guilty of a misdemeanor punishable by a fine not exceeding Five Thousand Dollars (\$5,000.00) for each and every offense. The imposition of the penalty for any violations of this Article shall not excuse the violation or permit it to continue, and each fifteen (15) days that the prohibited conditions are maintained shall constitute a separate offense.

§ 80. Section 30.1 of Ordinance No. 28-2016, as amended by Ordinance No. 100-2016, is hereby AMENDED to read:

**Section 30.1 NFPA- National Fire Protection Association**

<b>Standard</b>	<b>Title</b>	<b>Edition</b>
NFPA 10	Standard for Portable Fire Extinguishers	2013

NFPA 11	Standard for Low-, Medium-, and High-Expansion Foam	2010
NFPA 12	Standard on Carbon Dioxide Extinguishing Systems	2011
NFPA 12A	Standard on Halon 1301 Fire Extinguishing Systems	2009
NFPA 13	Standard for the Installation of Sprinkler Systems	2013
NFPA 14	Standard for the Installation of Standpipe and Hose Systems	2013
NFPA 15	Standard for Water Spray Fixed Systems for Fire Protection	2012
NFPA 16	Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems	2015
NFPA 17	Standard for Dry Chemical Extinguishing Systems	2013
NFPA 17A	Standard for Wet Chemical Extinguishing Systems	2013
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection	2013
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances	2013
NFPA 25	Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems	2014
NFPA 30	Flammable and Combustible Liquids Code	1984 & 2012
NFPA 30A	Code for Motor Fuel Dispensing Facilities and Repair Garages	2015
NFPA 31	Standard for the Installation of Oil-Burning Equipment	2011
NFPA 33	Standard for Spray Application Using Flammable or Combustible Materials	2011
NFPA 34	Standard for Dipping, Coating, and Printing Processes Using Flammable or Combustible Liquids	2011

NFPA 37	Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines	2015
NFPA 51	Standard for the Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting, and Allied Processes	2013
NFPA 51B	Standard for Fire Prevention During Welding, Cutting, and Other Hot Work	2014
NFPA 55	Compressed Gases and Cryogenic Fluids Code	2013
NFPA 58	Liquefied Petroleum Gas Code	2014
NFPA 70	National Electrical Code®	2014
NFPA 72	National Fire Alarm and Signaling Code	2013
NFPA 96	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations	2014
NFPA 101	Life Safety Code	2015
NFPA 110	Standard for Emergency and Standby Power	2013
NFPA 140	Motion Picture and Television Production Studio Soundstages, Approved Production Facilities and Production Locations	2008
NFPA 160	Standard for the Use of Flame Effects Before an Audience	2011
NFPA 170	Standard for Fire Safety and Emergency Symbols	2015
NFPA 231	Standard for General Storage	1998
NFPA 231C	Standard for Rack Storage of Materials	1998
NFPA 400	Hazardous Materials Code	2013
NFPA 495	Explosive Materials Code	2013

NFPA 701	Standard Methods of Fire Tests for Flame Propagation of Textiles and Films	2010
NFPA 704	Standard System for the Identification of the Hazards of Materials for Emergency Response	2012
NFPA 720	Installation of Carbon Monoxide (CO) Detection and Warning Equipment	2015
NFPA 750	Water Mist Fire Protection Systems	2015
NFPA 1123	Code for Fireworks Display	2014
NFPA 1126	Standard for the Use of Pyrotechnics Before a Proximate Audience	2011
NFPA 2001	Clean Agent Fire Extinguishing System	2015

§ 81. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 82. This Ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 116 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF INFORMATION  
TECHNOLOGY.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 2, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
220,000	New York State Office of Temporary Assistance	GEN	IT	AA	220,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 117 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE OFFICE OF THE COUNTY CLERK.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 2, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
70,792	New York Archives LGRMIF	GRT	CL	DE	70,792

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 118 –2017**

**AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE LITIGATION FUND.**

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 2, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
6,000,000	Police District Fund	LIT	PD	OO	6,000,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section



617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 119 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 2, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
24,510	New York State Department of Health	GRT	HE	AA	18,045
		GRT	HE	AB	6,465

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 120 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER’S OFFICE.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 25, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
45,000	New York State Governor’s Traffic Safety Committee	GRT	ME	DD	25,000
		GRT	ME	AA	20,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO.                      121 –2017**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 7, 2017 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
145,000	New York State Governor's Traffic Safety Committee	GRT	PD	AA	145,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 122 –2017**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the District Attorney's Office.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 11, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
666,996	District Attorney's Office- Federal/Civil Forfeiture Cases	GRT	DA	BB	41,539
		GRT	DA	DE	75,104
		GRT	DA	AA	55,000
		GRT	DA	AB	4,451
		GRT	DA	DE	40,000
		GRT	DA	BB	2,754
		GRT	DA	DE	878
		GRT	DA	AA	260,000
		GRT	DA	AB	19,900
		GRT	DA	BB	100,000
		GRT	DA	DD	67,370

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

**PROPOSED ORDINANCE NO. 123 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 30, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
4,867,692	New York State Office of Alcohol and Substance Abuse Services	GRT	BH	AA	2,723,217
		GRT	BH	AB	915,475
		GRT	BH	BB	15,000
		GRT	BH	DD	700,000
		GRT	BH	DE	15,000
		GRT	BH	HH	500,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 124 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 30, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
4,113	New York State Department of Health	GRT	HE	AA	3,241
		GRT	HE	AB	872

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 125 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 30, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
23,796,818	New York State Office of Alcohol and Substance Abuse Services	GRT	BH	DE	23,796,818

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not

including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 126 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE VARIOUS DEPARTMENTS.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 30, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
2,640,363	New York State Division of Homeland Security and Emergency Services	GRT	PD	AA	128,434
		GRT	PD	AB	33,637
		GRT	PD	BB	211,765
		GRT	PD	DD	4,000
		GRT	CC	BB	200,000
		GRT	EM	AA	371,800
		GRT	EM	AB	189,467
		GRT	EM	AA	17,940
		GRT	EM	AB	4,485
		GRT	EM	BB	190,640
		GRT	EM	DD	952,538
		GRT	EM	DE	40,573
		GRT	FC	AA	20,000
		GRT	FC	AB	5,084
		GRT	FC	BB	270,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 127 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE VARIOUS DEPARTMENTS.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 30, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
1,462,075	New York State Division of Homeland Security and Emergency Services	GRT	EM	AA	220,000
		GRT	EM	AB	105,920
		GRT	EM	AA	17,940
		GRT	EM	AB	4,485
		GRT	EM	BB	57,500
		GRT	EM	DD	441,973
		GRT	EM	DE	396,427
		GRT	HE	DE	25,000
		GRT	ME	BB	15,000
		GRT	ME	DD	2,830
		GRT	PW	DD	175,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 128 –2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated August 30, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
633,400	New York State Division of Criminal Justice Services	GRT	DA	AA	480,942
		GRT	DA	AB	152,458

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.



# **NASSAU COUNTY LEGISLATURE**

## **11<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**SEPTEMBER 25, 2017 1:00 PM**

**Norma Gonsalves – Chairwoman**  
**Richard Nicoletto– Vice Chairman**  
**Vincent Muscarella**  
**Howard Kopel**  
**Kevan Abrahams – Ranking**  
**Delia DeRiggi-Whitton**

**Michael C. Pulitzer, Clerk of the Legislature**



Clerk Item No.	Proposed By	Assigned To	Summary
A-19-17	PR	R	<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 INFORMATION TECHNOLOGY DEPARTMENT AND INFOSYS INTERNATIONAL INC. A-19-17
E-188-17	TS	R	<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 COUNTY TRAFFIC SAFETY AND NEW YORK COALITION FOR TRANSPORTATION SAFETY, INCORPORATED. E-188-17
E-189-17	EM	R	<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 OFFICE OF EMERGENCY MANAGEMENT AND TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C. E-189-17
E-191-17	DA	R	<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 DISTRICT ATTORNEY'S OFFICE, AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING. E-191-17
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
A-4-16	PR	R	<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-4-16	PW	R	<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>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-132-17</b>	<b>OMB</b>	<b>R</b>	<b><u>RESOLUTION NO. -2017</u></b> A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, TO PROCEED WITH KPMG LLP ON TASKS II, III, AND IV AS SET FORTH IN COUNTY CONTRACT NUMBER CQBU16000005. E-132-17
<b>E-160-17</b>	<b>IT</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 DEPARTMENT OF INFORMATION TECHNOLOGY AND LOCALITY MEDIA, INC. E-160-17
<b>E-162-17</b>	<b>IT</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 INFORMATION TECHNOLOGY AND SVAM INTERNATIONAL, INC. E-162-17
<b>E-163-17</b>	<b>DA</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 DISTRICT ATTORNEY’S OFFICE AND ACISS SYSTEMS, INC. E-163-17



County

A-19-17 Nassau

Office of Purchasing

## Staff Summary A-19-2017

Subject: Expansion & Support for Key Case Management (RQIT17000083)
Department: Office of Purchasing
Department Head Name: Eric C. Naughton
Department Head Signature 

Date: March 27, 2017
Vendor Name: Infosys International Inc.
Contract Number A-19-2017
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	6/1/17	Counsel to C.E.
	Budget	6/1/17	County Atty.
6/2/17	Deputy C.E.		County Exec.

## Narrative

**Purpose:** To authorize and award a purchase order for Expansion & Support for Key Case Management to Infosys International Inc., being made under General Services Administration (GSA) Contract GS-35F-0273V. Purchases for Information Technology and Law Enforcement off GSA contracts are excluded from competitive bidding pursuant to the Nassau County Procurement Policy since this is a purchase through the Federal Government's GSA contract.

**Discussion:** This purchase is to provide functionality for the Department of Social Services (DSS) and to add support for five (5) additional Health and Human Services agencies. This order will be for two programmer analysts for thirty-five (35) hours a week for forty-two (42) weeks to provide expansion and support for the Key Case Management system that DSS relies upon. This system has been in place with this vendor since 2010.

**Impact on Funding:** The cost is Four Hundred Eighty-Eight Thousand Forty Dollars (488,040.00) from general funds.

**Recommendation:** Purchasing recommends awarding a purchase order to Infosys International Inc.

APPROVED:

5/31/17

PURCHASING SECTION

RECEIVED  
NASSAU COUNTY  
OFFICE OF PURCHASING

2017 JUN 21 12:58

NASSAU COUNTY  
OFFICE OF PURCHASING

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-19-2017**

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

**DATE:** May 15, 2017

**SUBJECT:** RESOLUTION-NASSAU COUNTY 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 FOUR HUNDRED EIGHTY-EIGHT THOUSAND FORTY DOLLARS (\$488,040.00) ON BEHALF OF NASSAU COUNTY INFORMATION TECHNOLOGY TO INFOSYS INTERNATIONAL INC. TO PROVIDE EXPANSION & SUPPORT FOR KEY CASE MANAGEMENT FOR NASSAU COUNTY 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) ?  
(5) ?  
(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 INFORMATION TECHNOLOGY DEPARTMENT AND INFOSYS INTERNATIONAL INC.

WHEREAS, the Director is representing to the Rules Committee that the firm, INFOSYS INTERNATIONAL INC., being made under a General Services Administration (GSA) contract is excluded from competitive bidding pursuant to the Nassau County procurement policy 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 INFOSYS INTERNATIONAL INC.



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?

2015 CONTRIBUTION OF \$1500 PAID TO "FRIENDS  
OF ED. MANGANO" WAS CARRIED FORWARD TO  
2016. IT WAS CONSIDERED ONLY IN 2016.

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: 5/10/17

Vendor: INFOSYS INTERNATIONAL INC.

Signed: [Signature]

Print Name: RAJ NEHTA

Title: 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:

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. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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? If none, you must so state:

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: 5/10/17

Signed: 

Print Name: RAJ MENON

Title: 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 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.

**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 RAJ MEHTA  
Date of birth 5/6/55  
Home address 321 STONYTOWN RD  
City/state/zip MANHASSET, NY 11030  
Business address 110 TERMINAL DR  
City/state/zip PLAINVIEW, NY 11803  
Telephone 516-576-9494  
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 5/3/90 Treasurer 5/3/90  
Chairman of Board 5/3/90 Shareholder 5/3/90  
Chief Exec. Officer 5/3/90 Secretary 5/3/90  
Chief Financial Officer 5/3/90 Partner 1/1/  
Vice President 1/1/ 1/1/  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO — If Yes, provide details. 100% SHARE HOLDER
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.  
PRESIDENT OF RBM TECHCENTER 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 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.) NO
- 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.

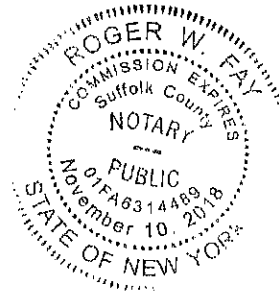
**CERTIFICATION**

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, RAJ MEHTA, 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 MAY 2017

Notary Public



INFOSYS INTERNATIONAL INC.

Name of submitting business

RAJ MEHTA

Print name

Signature

CEO

Title

5 / 10 / 17

### Business History Form

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

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

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

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

Date: 5/10/17

- 1) Proposer's Legal Name: INFOSYS INTERNATIONAL, INC.  
110 TERMINAL DRIVE  
2) Address of Place of Business: PLAINVIEW, NY 11803

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone: 516-576-9494

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 611764069

5) Federal I.D. Number: 113013325

6) The proposer is a (check one): Corporation Sole Proprietorship X Partnership X  
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 \_\_\_\_\_ 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? 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 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

(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

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.

CONTINUOUS MONITORING, AND IF A CONFLICT OF INTEREST OR QUESTION OF A CONFLICT OF INTEREST ARISES, OUR POLICY IS TO CONTACT COUNTY ATTORNEY FOR A DETERMINATION.

- 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  
ATTACHMENT

- 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 MTA

Contact Person PIERRE BERNARD

Address 333 W. 34<sup>TH</sup> ST, NEW YORK, NY 10003

City/State \_\_\_\_\_

Telephone 646-376-0444

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

E-Mail Address PBERNARD@MTABSC.ORG

\*\*\*\*\*

Company ULSTER COUNTY  
Contact Person ROBERT SUDLOW  
Address 244 FAIR ST  
City/State KINSTON, NY 12402  
Telephone 845-340-3633  
Fax # \_\_\_\_\_  
E-Mail Address RSUDLOW @ CO. ULSTER. NY. US

Company EASTER BOCES  
Contact Person CAROL BROWN  
Address 350 MARINA AVE  
City/State BELLPORT, NY 11713  
Telephone 631-286-6989  
Fax # \_\_\_\_\_  
E-Mail Address CBROWN @ EB BOCES. ORG

**ATTACHMENT :**

Date of Formation:	05/03/1990
Share holders:	RAJ Mehta 321 Stonytown Road Manhasset, NY 11030 Title: CEO 100% Shareholder.
State of Incorporation:	New York
No. of Employees:	40
Annual Revenue:	5,000,000
Summary of relevant accomplishment:	Brochure enclosed
Copies of state and local licenses and permits:	None



**Federal Government**

7A National Guards  
 7A Trans Air Force Base  
 7B Brooklyn National Law  
 7B Defense Legislative Agency  
 7B Department of Energy  
 7B Randolph Air Force Base  
 7B US Army  
 7B US Navy

## State Government

State of Delaware  
State of Maryland  
State of New York  
NYS MTA - all agencies  
NYS OIDA  
NYS ODES  
NYS CO  
NYS COH  
NYS OMH  
NYS OSC  
SUNY  
NYPD

## Local Government

Nassau County  
Suffolk County  
Ulster County  
Westchester County

## Large Corporate

American Management Systems  
 ARI Corp.  
 ARI Software Corp.  
 Baring Edge  
 BCI & Consulting  
 BCI Software Bank  
 BCI & Young  
 BCI Software  
 BCI  
 IBM Corporation  
 IBM Field Office  
 IBM Field Office  
 IBM Field Office  
 IBM Field Office

## Other Organizations

ANSI  
Astoria Federal Savings & Loan  
Benton Blakeslee  
Cable Locust  
NYC Health & Hospital Corporation  
HSBC  
KLM Securities  
Penton Systems  
Wadsworth Business Services  
Women's Sports Foundation

**Infosys International – over 31 years**

Since 1986, Infosys International, Inc. has built a solid reputation as a business and information technology consulting company, serving federal, state and local government agencies, as well as commercial companies, educational institutions and non-profit organizations. We provide business and information technology consulting, application development, systems integration and network management services and web-based software products as a NYE ESD certified minority business enterprise (MBE) and USDOT/NYSDD certified disadvantaged business enterprise (DBE).

Infosys owns its 14,000-square-foot headquarters in Plainville, Long Island, conveniently located adjacent to Long Island Expressway at Exit 46. With our highly skilled and experienced staff, we deliver exceptional services and products to our national and international clients from this facility.

Our excellent past performance record has established Infosys International as a prominent company in the IT field. Infosys has been featured extensively over the years in newspaper articles and TV news programs, enabling the company to play a significant role in shaping the regional technology industry.

## Hospitals

## What Infosys Can Do for Your Hospital

Infosys can assist your organization in determining and implementing the products that fit your needs.

We can offer services in the following fields:

- 1) Data Analytics -- Population Health Management
- 2) Remote System and Patient Monitoring
- 3) EMR and EHR
- 4) Mobile App Development
- 5) Peoplesoft Implementation since 1996

### Steps in Providing These Services

- 1) Assess current financial and technical infrastructure
- 2) Map out an implementation plan
- 3) Select or upgrade client to appropriate technology
- 4) Implement technology, including staff training
- 5) Provide post-implementation support

**PUBLIC SERVICE – “INTERVIEWS THAT MATTER”** [youtube.com/infosysinternational](http://youtube.com/infosysinternational)

With 29 years of success, our CEO, Raj Mehta, who had been actively involved in local communities, created a cable/YouTube public service, "Interviews that Matter," to give back to the public. Weekly, Mr. Mehta interviews public officials as well as major corporate and non-profit CEO's to give viewers important public information.

The show includes both state and community leaders, ranging from officials Peter King, Michelle Schimel, and Steve Israel to MTA's Department of Diversity Chairman, Michael Garner and local County leaders like Rob Astorino (Westchester), Ed Mangano (Nassau), and Richard Schaffer, Suffolk Democratic Chairman.

Also, Chairman of the largest US healthcare organization, **Michael Dowling** of North Shore/Long Island Jewish HealthCare, **Dr. Victor F. Politi**, President and CEO of the NuHealth System, and **Stanley Bergman**, CEO of one of the area's largest corporations, **Henry Scheln**.

Infosys International, Inc.

Terminal Drive, Plainville, NY 11803

Phone: (800) 941-1401 Ext. 3300 Fax: (516) 676-9499

[sales@infosysinternational.com](mailto:sales@infosysinternational.com)

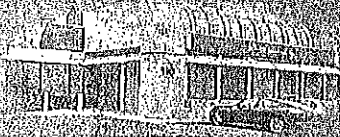
[www.infosysinternational.com](http://www.infosysinternational.com)

## Minority Certifications

Small Business Administration (SBA)  
 Small Disadvantaged Business (SDB)  
 Small Business Development  
 Minority Business Enterprise (MBE)  
 New York County  
 Minority Business Enterprise (MBE)  
 New Jersey  
 Minority Business Enterprise (MBE)  
 New York and Westchester County  
 Minority Business Enterprise  
 New York Authority of NY&NJ  
 Minority Business Enterprise (MBE)  
 New York Department of Transportation  
 Minority Business Enterprise (MBE)  
 New York Department of General Services  
 Minority Business Enterprise (MBE)



**Schedule**  
 Contract  
 Contract GS-35F-0273V



**Infosys International, Inc.**  
 Headquarters in  
 Plainville, New York

Infosys International, Inc.  
 110 Terminal Drive  
 Plainville, NY 11803  
 Phone: (610) 941-1401 Ext. 3300  
 Fax: (610) 676-9409  
 Email: info@infosysinternational.com  
 Website: www.infosysinternational.com



A Results Oriented Company

## Services

Since 1986, we have helped our clients grow through the generations of information technology change, from mainframe applications, through client/server applications to today's web-based and mobile applications.

Today, Infosys International is continuously developing and deploying its capacity to provide the right people, services and products to our clients. The integrated services we offer to our clients are:

- Information Technology Business Assessments
- Mainframe/COBOL Migration and Applications Modernization
- Software Development/Integration
- Mobile Applications
- Enterprise Software Implementation (SAP, PeopleSoft)
- Database & Network Management
- Web-Based Solutions/Drupal CMS
- IT Staffing - Full Time/Consulting

Microsoft  
 Business  
 Solutions



## Products



- Infosys Eyes Mobile App
- Content Management System for Intranets (iIntranet)
- CRM for Non-Profits (BluePearl)
- Online Time Tracking (i-Timesheet.com)
- Biometric Security and Identification

## Achievements

- 2014 Top LISTnet Software Award - Infosys Eyes Mobile App
- 2011 Top Ten Asian American Business Awards Winner
- CEO Raj Mehta selected in 50 most influential minority business owners in the Country
- Top Software Winner - Long Island Software Awards
- Award of Appreciation from Press Club of Long Island
- Fastest growing software company on Long Island for two consecutive years
- INC 500 company



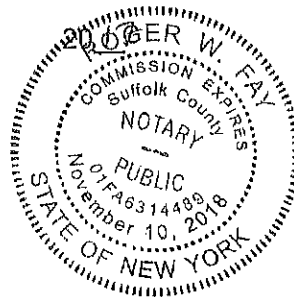
# CERTIFICATION

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, RAJ MEHTA, 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 MAY

Notary Public



Name of submitting business: INFOSYS INTERNATIONAL INC.

By: RAJ MEHTA  
Print name

[Signature]  
Signature

CEO  
Title

5 / 10 / 17  
Date

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: INFOSYS INTERNATIONAL, INC.  
Address: 110 TERMINAL DRIVE  
PLAINVIEW, NY 11803

City, State and Zip Code: \_\_\_\_\_

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):

RAJ MEHTA

321 STONYTOWN RD

MANHASSET, NY 11030

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.

RAJ MEHTA

321 STONYTOWN RD

MANHASSET, NY 11030



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.

RBM TECH CENTER INC.

321 STONYTOWN RD

MANHASSET, NY 11030

(WILL NOT TAKE PART IN THE PERFORMANCE OF THIS CONTRACT)

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 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: 5/10/17

Signed: 

Print Name: RAJ MEHTA

Title: 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.

A-19-2017

REQUISITION

RQIT17000083 27/MAR/2017

VENDOR:  
INFOSYS INTERNATIONAL INC.  
110 TERMINAL DRIVE

PLAINVIEW NY 11803

TEL: (516) 576-9494

FAX: (516) 576-9499

REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH  
240 OLD COUNTRY ROAD  
6TH FLOOR

MINEOLA NY 11501

S. BARNETT/SUSAN SALERNO (7-8366)

TEL: (516) 571-2233

FAX: (516) 571-3918

DANNY

DANNY@INFOSYSINTERNATIONAL.COM

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	920-40			2,940.00 EA	166.0000 488,040.00
PROGRAMMING SERVICES, COMPUTER					
TO PROVIDE ADDITIONAL FUNCTIONALITY FOR THE DEPARTMENT OF SOCIAL SERVICES AND TO ADD SUPPORT FOR FIVE ADDITIONAL HHS AGENCIES.					
(SENIOR CITIZENS, YOUTH BOARD, CHEMICAL DEPENDENCY/MENTAL HEALTH, OFFICE OF THE PHYSICALLY CHALLENGED AND VETERANS SERVICES)					
.....					
2,940 HOURS @ \$166.00 PER HOUR = \$488,040.00					
2 PROGRAMMER ANALYSTS @ 166.00/HR X 35.00 HRS/WK X 42 WKS =					
\$488,040.00					
.....					
SENIOR ANALYST/PROGRAMMER - LEVEL 6 : MANOJ PATEL AND GEORGE GONSALVES					
.....					
BILL TO: I.T. ACCOUNTS PAYABLE					
240 OLD COUNTRY ROAD 6TH FL					
MINEOLA, NY 11501					
.....					
.....					

2 TECH  
maintain computer  
system at DSS.  
in New York

USED  
LAST YR.  
LAST couple  
YRS

ESTIMATED TOTAL: 488,040.00

DSS TECH  
SUPPORT DSS  
Computer Data Center

REQUISITION

RQIT17000083 27/MAR/2017

VENDOR:

INFOSYS INTERNATIONAL INC.  
110 TERMINAL DRIVE

PLAINVIEW NY 11803

TEL: (516) 576-9494

FAX: (516) 576-9499

REQUISITIONER:

IT DEPARTMENT OF INFORMATION TECH  
240 OLD COUNTRY ROAD  
6TH FLOOR

MINEOLA NY 11501

S.BARNETT/SUSAN SALERNO (7-8366)

TEL: (516) 571-2233

FAX: (516) 571-3918

Infosys International Inc  
 110 Terminal Drive  
 Plainview NY 11803

Quote	0107
Date	1/17/2017
Page	1

Voice: (516) 576-9494 Ext. 3300  
 Fax: (516) 576-9499

**Quoted To:**

Attn: Susan Barnett  
 Nassau County Dept of IT  
 240 Old Country Rd  
 Mineola, NY 11501

Purchase Order No.	Customer ID	Salesperson ID	Terms	Due Date
	CIT		Net 30	
Description	UOM	Quantity	Unit Price	Amount
Senior Analyst/Programmer-Level 6 (GSA)				
Manoj Patel	Hr	1.00	\$166.00	\$166.00
George Gonsalves	Hr	1.00	\$166.00	\$166.00
Subtotal				\$332.00
Misc				\$0.00
Tax				\$0.00
Freight				\$0.00
Trade Discount				\$0.00
Total				\$332.00

scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor program manager, or directly, orally, or in writing, to a government manager or contract manager; acts as a technical authority for a design area, with experience in a special area, such as engineering project development from inception to deployment.

**Senior Project Manager Level IV** – Minimum of 10 years' experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables, often comprising a program with multiple work streams; typically coordinates and delegates the assignments for the consultant project staff numbering over 30; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor program manager, or directly, orally, or in writing, to a government manager or contract manager; acts as a technical authority for a design area, with extensive experience in a special area, such as engineering project development from inception to deployment; has responsibility for managing very complex and/or high-risk projects.

#### **SENIOR ANALYST/PROGRAMMER –**

**Minimum Experience** Five (5) years of intensive and progressive experience in performing computer programming and systems analysis in information technology environments including contemporary computer hardware and programming languages.

**Minimum Education** Bachelor's degree from an accredited college or university in Computer Science, a physical science, or a mathematics-intensive discipline or with a curriculum or major field of study which is closely related to the work to be performed. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	0	80.00
II	7	1	100.00
III	9	2	115.00
IV	10	3	120.00
V	12	4	151.00
VI	15	5	166.00

**Functional Responsibility** Performs systems analysis, design, integration, programming, documentation, and implementation of applications. Participates in all phases of software development with emphasis on the analysis, integration, programming, testing, documentation, and acceptances phase. Analyzes requirements; creates, designs, and develops requirements in required media; and provides program support, tests, debugs, and writes documentation as required. Provides user training for hardware/software products; identifies problems and effects resolution of hardware/software/network malfunctions.

#### **Specific Senior Analyst/Programmer Requirements –**



## **INFORMATION TECHNOLOGY SCHEDULE 70**

General Purpose Commercial Information Technology Equipment,  
Software and Services

Special Item Number **132-51** - Information Technology (IT) Professional Services



**INFOSYS INTERNATIONAL INC.**

110 Terminal Drive

Plainview, NY 11803

**Phone:** 516-576-9494 Ext.3300

<http://www.infosysinternational.com>

Contract Number: **GS-35F-0273V**

Period Covered by Contract: March 3, 2009 – March 2, 2019

General Services Administration  
Federal Acquisition Service

LAST APPROVED MODIFICATION # PS-0021, dated March 18, 2016.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Infosys International Inc.  
110 Terminal Drive  
Plainview, NY 11803

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

516-576-9494 Ext. 3300

**When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.**

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **61-176-4069**

Block 30: Type of Contractor - **A. Small Disadvantaged Business**

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - **NO**

Block 36: Contractor's Taxpayer Identification Number (TIN): **11-3013325**

4a. CAGE Code: 0NZ82

4b. Contractor has/has not registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-51

As agreed upon between the contractor and the ordering activity.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **1% - 15 days**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions : **None**
- e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

NA

10. SMALL REQUIREMENTS

**The minimum dollar value of orders to be issued is \$100.**

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

**12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.**
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.**
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.**

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

#### **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

#### **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

#### **17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

### **NONE**

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings

or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

### **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: NA

[www.Section508.gov/](http://www.Section508.gov/).

### **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

### **25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) 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 required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### **26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government



agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## **27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. DESCRIPTION OF IT SERVICES AND PRICING**

See end of document for description of services and costs

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

Infosys International Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

**Raj Mehta**

**Phone: 516-576-9494 Ext.3300**

**Email: [rajm@infosysinternational.com](mailto:rajm@infosysinternational.com)**

**Fax: 516-576-9499**

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)

**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\*SPECIAL BPA DISCOUNT/PRICE

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

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

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

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

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

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

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

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

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*  
\*

### **BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers' needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

March 18, 2016

**SIN 132-51 LABOR CATEGORY DESCRIPTIONS**
**SENIOR PROJECT MANAGER –**

**Minimum Experience** Five (5) years of experience in management of application development, system design, system integration, complex network design, network administration and telecommunications and data processing projects.

**Minimum Education** Bachelor's degree from an accredited college or university in Computer Science, Engineering, or with a curriculum or major field of study which is closely related to the project to be completed. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience In Years			
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	0	115.00
II	7	1	149.00
III	9	2	179.00
IV	10+	3	209.00

**Functional Responsibility** Provides direct customer liaison at the project management level and user level. Develops and implements systems and performance strategies. Develops and maintains management controls to ensure projects are completed on time, within budget, and in compliance with customer specifications. Develops personnel skill requirements, selects prospective candidates, and monitors performance to achieve project objectives.

**Specific Senior Project Manager Requirements –**

**Senior Project Manager Level I** – Minimum 5 years' experience overseeing small scaled, noncomplex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 8; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Requesting Agency.

**Senior Project Manager Level II** – Minimum of 7 years' experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 15; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor project manager, program manager, or directly, orally, or in writing, to a government manager or contract manager; may act as a technical authority for a design area.

**Senior Project Manager Level III** – Minimum of 9 years' experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables, often comprising a program with multiple work streams; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements,



scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor program manager, or directly, orally, or in writing, to a government manager or contract manager; acts as a technical authority for a design area, with experience in a special area, such as engineering project development from inception to deployment.

**Senior Project Manager Level IV** – Minimum of 10 years’ experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables, often comprising a program with multiple work streams; typically coordinates and delegates the assignments for the consultant project staff numbering over 30; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor program manager, or directly, orally, or in writing, to a government manager or contract manager; acts as a technical authority for a design area, with extensive experience in a special area, such as engineering project development from inception to deployment; has responsibility for managing very complex and/or high-risk projects.

#### **SENIOR ANALYST/PROGRAMMER –**

**Minimum Experience** Five (5) years of intensive and progressive experience in performing computer programming and systems analysis in information technology environments including contemporary computer hardware and programming languages.

**Minimum Education** Bachelor’s degree from an accredited college or university in Computer Science, a physical science, or a mathematics-intensive discipline or with a curriculum or major field of study which is closely related to the work to be performed. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	0	80.00
II	7	1	100.00
III	9	2	115.00
IV	10	3	120.00
V	12	4	151.00
VI	15	5	166.00

**Functional Responsibility** Performs systems analysis, design, integration, programming, documentation, and implementation of applications. Participates in all phases of software development with emphasis on the analysis, integration, programming, testing, documentation, and acceptances phase. Analyzes requirements; creates, designs, and develops requirements in required media; and provides program support, tests, debugs, and writes documentation as required. Provides user training for hardware/software products; identifies problems and effects resolution of hardware/software/network malfunctions.

#### **Specific Senior Analyst/Programmer Requirements –**

**Senior Analyst/Programmer Level I** – Minimum of 5 years’ experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops. Manages own individual records and resources; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe).

**Senior Analyst/Programmer Level II** – Minimum of 7 years’ experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; manages own individual records and resources; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe), one database (Oracle/SQL/DB2); working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule).

**Senior Analyst/Programmer Level III** – Minimum of 9 years’ experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe), one database (Oracle/SQL/DB2), and one Operating System (Windows/Linux/Unix); working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule).

**Senior Analyst/Programmer Level IV** – Minimum of 10 years’ experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe), one database (Oracle/SQL/DB2), and one Operating System (Windows/Linux/Unix); understanding of various SDLC models, such as RUP, Waterfall, and Agile; working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule); understanding of principles of software testing as well as experience in testing automation and performance testing.

**Senior Analyst/Programmer Level V** – Minimum of 12 years’ experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in multiple programming languages/platforms (Java, C/C++, .Net, Mainframe), multiple database (Oracle/SQL/DB2), and multiple Operating Systems (Windows/Linux/Unix); understanding of various SDLC models, such as RUP, Waterfall, and Agile; working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule); ability to access, interpret, and apply government and industry regulations, standards, and specifications to task order requirements; exceptional knowledge data and source manipulation products for testing and project development progress; strong understanding of principles of software testing as well as experience in testing automation and performance testing.

**Senior Analyst/Programmer Level VI** – Minimum of 15 years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in multiple programming languages/platforms (Java, C/C++, .Net, Mainframe), multiple database (Oracle/SQL/DB2), and multiple Operating Systems (Windows/Linux/Unix); understanding of various SDLC models, such as RUP, Waterfall, and Agile; working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule); understanding of various SDLC models, such as RUP, Waterfall, and Agile; ability to access, interpret, and apply government and industry regulations, standards, and specifications to task order requirements; exceptional knowledge data and source manipulation products for testing and project development progress; expert understanding of principles of software testing as well as extensive experience in testing automation and performance testing; ability to interact with project management office (PMO) as well as client PMO to participate, plan, and assess various approaches to application methodologies.

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#### **RELATIONAL DATABASE ADMINISTRATOR –**

**Minimum Experience** Three (3) years of experience in database design, creation, administration and maintenance of relational database management systems; experience in all phases of system analysis, data base administration, or intensive and progressive experience in all phases of systems analysis, design and development.

**Minimum Education** Bachelor's degree from an accredited college or university in Computer Science, a physical science, or a mathematics-intensive discipline. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	3	0	65.00
II	5	1	80.00
III	8	2	90.00
IV	10+	3	100.00

**Functional Responsibility** Directs and controls activities related to database design, implementation, and maintenance. Maintains database dictionaries and systems integration through database design, projects long-range requirements, and reviews database concepts and functional capabilities. Develops policies and procedures pertaining to database management, security, maintenance, and utilization. Installs and maintains RDBMS software packages, maintains database backups and ensures security of data.

#### **Specific Relationship Database Administrator Requirements –**

**Relationship Database Administrator Level I** – Minimum of 3 years' experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited

to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery.

**Relationship Database Administrator Level II** – Minimum of 5 years' experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, design of database, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery.

**Relationship Database Administrator Level III** – Minimum of 8 years' experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, design of database, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery; may be certified in any of the following areas – IBM Certified Advanced Database Administrator - DB2 10.1 for Linux, Unix and Windows, IBM Certified Database Administrator - DB2 10.1 for Linux, Unix, and Windows, Oracle Database 11g Administrator Certified Professional, MCSA SQL Server 2012, MCSE Data Platform Solutions Expert.

**Relationship Database Administrator Level IV** – Minimum of 10 years' experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, design of database, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery; may be certified in any of the following areas – IBM Certified Advanced Database Administrator - DB2 10.1 for Linux, Unix and Windows, IBM Certified Database Administrator - DB2 10.1 for Linux, Unix, and Windows, Oracle Database 11g Administrator Certified Professional, MCSA SQL Server 2012, MCSE Data Platform Solutions Expert; manages the development of database projects, planning, budgeting, and staffing of database support resources as well as management of resources; prepares and delivers presentation on database management systems (DBMS) concepts.

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## **SENIOR NETWORK ENGINEER –**

**Minimum Experience** Four (4) years of progressive LAN or network engineering experience. Experience shall include comprehensive end user support in network design, hardware/software selection, integration, inter/intra network data communications, troubleshooting, and problem resolution.

**Minimum Education** A Bachelor's degree in Computer Science or related field. Technical training and certification in LAN design, administration and maintenance is highly desired. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience	In Years
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Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	0	100.00
II	7	1	120.00
III	9	2	135.00
IV	10+	3	145.00

**Functional Responsibility** Provides functional guidance and direction in LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations.

#### **Specific Senior Network Engineer Requirements –**

**Senior Network Engineer Level I** – Minimum of 5 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; assists in maintenance and operations of voice, video, and data communications systems; supports the acquisition of hardware and software as well as subcontractor services as needed.

**Senior Network Engineer Level II** – Minimum of 7 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; can plan, design, evaluate, select, and upgrade operating systems and protocol suites and configure communication media with concentrators, bridges and other devices.

**Senior Network Engineer Level III** – Minimum of 9 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; can plan, design, evaluate, select, and upgrade operating systems and protocol suites and configure communication media with concentrators, bridges and other devices; may administer network security, perform database administration, supervise and direct work of lower-level personnel, and serve as technical team or task lead.

**Senior Network Engineer Level IV** – Minimum of 10 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system

programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; provides expert planning, designing, evaluation, selection, and upgrading of operating systems and protocol suites and configuring communication media with concentrators, bridges and other devices; administers network security, perform database administration, supervise and direct work of lower-level personnel; serves as technical team lead; resolves interoperability problems to obtain operations across all platforms.

## **NETWORK ENGINEER –**

**Minimum Experience** Three (3) years of progressive LAN or network engineering experience. Experience shall include comprehensive end user support in network design, hardware/software selection, integration, inter/intra network data communications, troubleshooting, and problem resolution.

**Minimum Education** A Bachelor's degree in Computer Science or related field. Technical training and certification in LAN design, administration and maintenance is highly desired. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	3	0	75.00
II	5	1	90.00
III	8	2	105.00
IV	9+	3	115.00

**Functional Responsibility** Provides functional guidance and direction in LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations.

## **Specific Network Engineer Requirements –**

**Network Engineer Level I** – Minimum of 3 years' experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+; has knowledge of complex customer processes and requirements; applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

**Network Engineer Level II** – Minimum of 5 years' experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+. Has knowledge of complex customer processes and requirements; applies technical

expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects; familiarity with network operations; knows TCP/IP and performs basic network configuration changes with some supervision; maintains records changes and configuration changes; familiarity with network design and configurations, LAN/WAN configurations, ability to troubleshoot networking issues and programming of network equipment.

**Network Engineer Level III** – Minimum of 8 years’ experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+ plus CCNA, CCDA or additional work toward MCSE; has knowledge of complex customer processes and requirements; applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects; familiarity with network operations; knows TCP/IP and performs basic network configuration changes with some supervision; maintains records changes and configuration changes; familiarity with network design and configurations, LAN/WAN configurations, ability to troubleshoot networking issues and programming of network equipment; recommends and implements LAN policies and procedures; trains users on LAN operations and procedures.

**Network Engineer Level IV** – Minimum of 9 years’ experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+ plus CCNA, CCDA or additional work toward MCSE; has knowledge of complex customer processes and requirements; applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects; familiarity with network operations; knows TCP/IP and performs basic network configuration changes with some supervision; maintains records changes and configuration changes; familiarity with network design and configurations, LAN/WAN configurations, ability to troubleshoot networking issues and programming of network equipment; establishes and implements LAN policies and procedures and their conformance; coordinates activities of LAN support personnel, providing guidance on common networking issues; assesses vendor products; maintains network security; trains users on LAN operations and procedures .

## WEB DEVELOPER

**Minimum Experience** Three (3) years of experience in developing web sites, web-based applications, B2C and B2B Ecommerce applications using different technologies and operating environments.

**Minimum Education** Bachelor’s degree in information technology or related technical field. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)

I	3	0	70.00
II	5	1	85.00
III	8	2	95.00
IV	9+	3	105.00

**Functional Responsibility** Designs and develops internet, intranet and/or extranet sites, web-based applications, B2C and/or B2B Ecommerce applications using HTML, DHTML, XML and JavaScript. Utilizes web application development tools, HTML Editors and graphic design tools on different operating systems and web servers.

#### **Specific Web Developer Requirements –**

**Web Developer Level I** – Minimum of 3 years' experience designing and building Web pages using a variety of graphics software applications, techniques, and tools; designing and developing user-interface features, site animation, and special-effects elements; designing the Website to support the customer's strategies and goals relative to external communications; contributing to the Web design group's efforts to specify, improving, and implementing the look, feel, and function of online projects; interfacing directly with customers, users, graphic artists, and Web software developers.

**Web Developer Level II** – Minimum of 5 years' experience providing application development and technical support for internal and external Webs; developing Web pages and applications for customers; collaborating with graphic artists to develop Web page graphics that support interactive, marketing-focused content; providing technical consultation in new systems development, new package evaluations and enhancements of existing systems; preparing functional specifications from which programs will be written, then designing, coding, testing, debugging and documenting programs; participating in the technical design, development, testing, implementation and maintenance of Web site enhancements; planning, scheduling and conducts systems tests, monitors test results, and takes appropriate corrective action; possibly preparing technical user guides.

**Web Developer Level III** – Minimum of 8 years' experience designing and developing well-integrated and cost-effective solutions for internal and external Webs; working closely with client project managers and technical leaders to understand customers' business objectives and systems requirements; designing and developing Web infrastructures; designing and implementing an intranet strategy for authorization of users to access controlled components; designing relational databases to perform well logically and physically for decision support; coordinating enhancements and maintenance of Web systems and sites; providing recommendations for server operating systems, hardware requirements and encryption standards for communications to and from secure servers; providing technical advice and expertise to Webmasters and Web developers in the installation, acceptance testing, and evaluation of newly released and beta software; possibly serving as a functional/technical team or task lead.

**Web Developer Level IV** – Minimum of 9 years' experience designing and developing well-integrated and cost-effective solutions for internal and external Webs; working closely with client project managers and technical leaders to understand customers' business objectives and systems requirements; designing and developing Web infrastructures; designing and implementing an intranet strategy for authorization of users to access controlled components; designing relational databases to perform well logically and physically for decision support; coordinating enhancements and maintenance of Web systems and sites; providing recommendations



for server operating systems, hardware requirements and encryption standards for communications to and from secure servers; providing technical advice and expertise to Webmasters and Web developers in the installation, acceptance testing, and evaluation of newly released and beta software; possibly serving as a functional/technical team or task lead; possibly developing using new web technologies, including mobile web design and development; also possibly performing all procedures necessary to ensure the safety of the organization's Website and transactions across the Internet; applying Internet Firewall technologies to maintain security – ensuring that the user community understands and adheres to necessary procedures to maintain security.

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## **DATA ENTRY CLERK**

**Minimum Experience** One (1) year of data entry and verification experience.

**Minimum Education** Must be a high school graduate or equivalent.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	1	0	15.00
II	2	1	25.00
III	3	2	30.00
IV	4	3	45.00

**Functional Responsibility** Perform data entry and verification of data where applicable. Data is input from numerous types of source documents requiring various formats. Work requires the application of experience and judgment in selecting procedures to be followed and in searching for, interpreting, selecting, or coding items to be input from a variety of source documents. Performs routine data preparation.

### **Specific Data Entry Clerk Requirements –**

**Data Entry Clerk Level I** – Minimum of 1 year experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable.

**Data Entry Clerk Level II** – Minimum of 2 years' experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable; capable of managing personal workload/tasks/reports.

**Data Entry Clerk Level III** – Minimum of 3 years' experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable; capable of managing others in similar tasks; recommends and assesses vendor products.

**Data Entry Clerk Level IV** – Minimum of 4 years' experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable; capable of leading data entry team; assesses and selects vendor products; maintains team performance statistics and acts as liaison with supervisors and management.

## SPECIALIST –

**Minimum Experience** In-depth knowledge across multiple application modules in addition to three or more years of related functional experience or general IT experience and over five years of specific application experience (e.g., Oracle, Citrix, SAP, PeopleSoft). Has managed the functional/technical design/architecture of one or more ERP solutions or implementations of a specific solution and has a broad spectrum of experience and knowledge across many business processes.

**Minimum Education** A Bachelor's degree in Computer Science, information systems, management science or related field. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	3	126.00
II	8	4	156.00
III	10	5	196.00
IV	15+	6	227.00

**Functional Responsibility** Leads/manages team in application configuration and functional use of commercial-off-the-shelf (COTS) enterprise (ERP, VDI, CRM, SCM) applications. Responsible for identifying and documenting the strategy for implementing the application. Directs senior staff to develop and review comprehensive functional description of current and future system and process requirements through structured interviews, fit/gap sessions, focus groups, documentation review and other data gathering techniques. Works directly with client management in planning, architecture, development, quality assurance, training, implementation and support as well as functional staff members to identify specific application views and data requirements to ensure that the final system incorporates required functionality.

### Specific Specialist Requirements –

**Specialist Level I** – Minimum of 5 years' experience analyzing user needs and performing research and functional analysis on a variety of projects; working under direct supervision; performing related work as required; has a minimum of four years of specialized experience providing state-of-the art solutions in information systems technology; can have less than six years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; generally recognized as a leader in the industry in a specific technology; sought out by others in their area of expertise; coordinates with contractor management and government personnel.

**Specialist Level II** – Minimum of 8 years' experience analyzing user needs to determine functional requirements; performing functional allocation to identify required tasks and their interrelationships; identifying resources required for each task; ; serves as technical team or task lead; has a minimum of ten years of specialized experience providing state-of-the art solutions in information systems technology; can have less than six years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; recognized expert in a specific technology; coordinates with contractor management and government personnel to provide problem definition and present solutions.

**Specialist Level III** – Minimum of 10 years' experience analyzing user needs to determine functional requirements; performing functional allocation to identify required tasks and their interrelationships; identifying resources required for each task; providing daily supervision and direction to support staff; provides expert, independent services and leadership in specialized technical areas; provides expertise on an as-needed basis to all task assignments; coordinates with contractor management and government personnel to ensure problems are properly defined and addressed; serves as technical team or task lead; has a minimum of ten years of specialized experience providing state-of-the art solutions in information systems technology; can have less than ten years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; recognized expert in a specific technology.

**Specialist Level IV** – Minimum of 15 years' experience analyzing user needs and performs research and functional analysis on a variety of projects at a highly technical level; may have supervisory responsibility; serves as technical advisor to clients in assigned subject areas; recommends functional changes, and identifies areas for further investigation; generates recommendations in the form of technical briefings, reports, and other major documents provided to senior level client personnel; serves as primary client liaison and coordinates with sub-contractors, government personnel, and technical experts; serves as technical team or task lead; has a minimum of ten years of specialized experience providing state-of-the art solutions in information systems technology; can have less than ten years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; recognized expert in the technology being addressed; provides expert, independent services and leadership in specialized technical areas; provides expertise on an as-needed basis to all task assignments; coordinates with contractor management and government personnel to ensure problems are properly resolved.

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REQUISITION

RQIT17000083 01/MAY/2017

VENDOR:  
INFOSYS INTERNATIONAL INC.  
110 TERMINAL DRIVE

PLAINVIEW NY 11803

TEL: (516) 576-9494  
FAX: (516) 576-9499

REQUISITIONER:  
IT DEPARTMENT OF INFORMATION TECH  
240 OLD COUNTRY ROAD  
6TH FLOOR  
MINEOLA NY 11501  
S.BARNETT/SUSAN SALERNO(7-8366)  
TEL: (516) 571-2233  
FAX: (516) 571-3918

113 013 325

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	
001	920-40	2,940.00	EA	166.0000	488,040.00	
	PROGRAMMING SERVICES, COMPUTER					
	TO PROVIDE ADDITIONAL FUNCTIONALITY FOR THE DEPARTMENT OF SOCIAL SERVICES AND TO ADD SUPPORT FOR FIVE ADDITIONAL HHS AGENCIES. (SENIOR CITIZENS, YOUTH BOARD, CHEMICAL DEPENDENCY/MENTAL HEALTH, OFFICE OF THE PHYSICALLY CHALLENGED AND VETERANS SERVICES)					
	2,940 HOURS @ \$166.00 PER HOUR = \$488,040.00					
	2 PROGRAMMER ANALYSTS @ 166.00/HR X 35.00 HRS/WK X 42 WKS = \$488,040.00					
	SENIOR ANALYST/PROGRAMMER - LEVEL 6 : MANOJ PATEL AND GEORGE GONSALVES					
	BILL TO: I.T. ACCOUNTS PAYABLE					
	240 OLD COUNTRY ROAD 6TH FL					
	MINEOLA, NY 11501					

ESTIMATED TOTAL: 488,040.00

REQUISITION

RQIT17000083 01/MAY/2017

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

Infosys International Inc  
 110 Terminal Drive  
 Plainview NY 11803

Quote	0107
Date	1/17/2017
Page	1

Voice: (516) 576-9494 Ext. 3300  
 Fax: (516) 576-9499

**Quoted To:**

Attn: Susan Barnett  
 Nassau County Dept of IT  
 240 Old Country Rd  
 Mineola, NY 11501

Purchase Order No.	Customer ID	Salesperson ID	Terms	Due Date
	CIT		Net 30	
Description	UOM	Quantity	Unit Price	Amount
Senior Analyst/Programmer-Level 6 (GSA)				
Manoj Patel	Hr	1.00	\$166.00	\$166.00
George Gonsalves	Hr	1.00	\$166.00	\$166.00
Subtotal				\$332.00
Misc				\$0.00
Tax				\$0.00
Freight				\$0.00
Trade Discount				\$0.00
Total				\$332.00



U.S. General Services Administration

## INFORMATION TECHNOLOGY SCHEDULE 70

General Purpose Commercial Information Technology Equipment,  
Software and Services

Special Item Number **132-51** - Information Technology (IT) Professional Services



**INFOSYS INTERNATIONAL INC.**

110 Terminal Drive

Plainview, NY 11803

**Phone:** 516-576-9494 Ext.3300

<http://www.infosysinternational.com>

Contract Number:

**GS-35F-0273V**

Period Covered by Contract: March 3, 2009 – March 2, 2019

General Services Administration

Federal Acquisition Service

LAST APPROVED MODIFICATION # PS-0021, dated March 18, 2016.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Infosys International Inc.  
110 Terminal Drive  
Plainview, NY 11803

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

516-576-9494 Ext. 3300

**When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.**

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **61-176-4069**

Block 30: Type of Contractor - **A. Small Disadvantaged Business**

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - **NO**

Block 36: Contractor's Taxpayer Identification Number (TIN): **11-3013325**

4a. CAGE Code: 0NZ82

4b. Contractor has/has not registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-51

As agreed upon between the contractor and the ordering activity.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **1% - 15 days**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions : **None**
- e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

NA

10. SMALL REQUIREMENTS

**The minimum dollar value of orders to be issued is \$100.**

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

**12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.**
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.**
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.**

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

#### **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

#### **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

#### **17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**NONE**

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings

or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: NA

[www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) 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 required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government



agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## **27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

**5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or



(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - May 2003) Rights in Data - General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. DESCRIPTION OF IT SERVICES AND PRICING**

See end of document for description of services and costs

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

**PREAMBLE**

Infosys International Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

**Raj Mehta**

**Phone: 516-576-9494 Ext.3300**

**Email: [rajm@infosysinternational.com](mailto:rajm@infosysinternational.com)**

**Fax: 516-576-9499**



**A Results Oriented Company**

### BEST VALUE

# BLANKET PURCHASE AGREEMENT

## FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

## Signatures

### Ordering Activity

Date \_\_\_\_\_

Contractor

Date \_\_\_\_\_

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)

**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*  
\*

#### **BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers' needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

March 18, 2016

**SIN 132-51 LABOR CATEGORY DESCRIPTIONS**
**SENIOR PROJECT MANAGER –**

**Minimum Experience** Five (5) years of experience in management of application development, system design, system integration, complex network design, network administration and telecommunications and data processing projects.

**Minimum Education** Bachelor's degree from an accredited college or university in Computer Science, Engineering, or with a curriculum or major field of study which is closely related to the project to be completed. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
<b>I</b>	<b>5</b>	<b>0</b>	<b>115.00</b>
<b>II</b>	<b>7</b>	<b>1</b>	<b>149.00</b>
<b>III</b>	<b>9</b>	<b>2</b>	<b>179.00</b>
<b>IV</b>	<b>10+</b>	<b>3</b>	<b>209.00</b>

**Functional Responsibility** Provides direct customer liaison at the project management level and user level. Develops and implements systems and performance strategies. Develops and maintains management controls to ensure projects are completed on time, within budget, and in compliance with customer specifications. Develops personnel skill requirements, selects prospective candidates, and monitors performance to achieve project objectives.

**Specific Senior Project Manager Requirements –**

**Senior Project Manager Level I** – Minimum 5 years' experience overseeing small scaled, noncomplex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 8; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Requesting Agency.

**Senior Project Manager Level II** – Minimum of 7 years' experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 15; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor project manager, program manager, or directly, orally, or in writing, to a government manager or contract manager; may act as a technical authority for a design area.

**Senior Project Manager Level III** – Minimum of 9 years' experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables, often comprising a program with multiple work streams; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements,

scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor program manager, or directly, orally, or in writing, to a government manager or contract manager; acts as a technical authority for a design area, with experience in a special area, such as engineering project development from inception to deployment.

**Senior Project Manager Level IV** – Minimum of 10 years' experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables, often comprising a program with multiple work streams; typically coordinates and delegates the assignments for the consultant project staff numbering over 30; focal point of contact for Requesting Agency regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Requesting Agency; reports to lead contractor program manager, or directly, orally, or in writing, to a government manager or contract manager; acts as a technical authority for a design area, with extensive experience in a special area, such as engineering project development from inception to deployment; has responsibility for managing very complex and/or high-risk projects.

#### **SENIOR ANALYST/PROGRAMMER –**

**Minimum Experience** Five (5) years of intensive and progressive experience in performing computer programming and systems analysis in information technology environments including contemporary computer hardware and programming languages.

**Minimum Education** Bachelor's degree from an accredited college or university in Computer Science, a physical science, or a mathematics-intensive discipline or with a curriculum or major field of study which is closely related to the work to be performed. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	0	80.00
II	7	1	100.00
III	9	2	115.00
IV	10	3	120.00
V	12	4	151.00
VI	15	5	166.00

**Functional Responsibility** Performs systems analysis, design, integration, programming, documentation, and implementation of applications. Participates in all phases of software development with emphasis on the analysis, integration, programming, testing, documentation, and acceptance phase. Analyzes requirements; creates, designs, and develops requirements in required media; and provides program support, tests, debugs, and writes documentation as required. Provides user training for hardware/software products; identifies problems and effects resolution of hardware/software/network malfunctions.

#### **Specific Senior Analyst/Programmer Requirements –**



**Senior Analyst/Programmer Level I** – Minimum of 5 years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops. Manages own individual records and resources; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe).

**Senior Analyst/Programmer Level II** – Minimum of 7 years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; manages own individual records and resources; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe), one database (Oracle/SQL/DB2); working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule).

**Senior Analyst/Programmer Level III** – Minimum of 9 years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe), one database (Oracle/SQL/DB2), and one Operating System (Windows/Linux/Unix); working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule).

**Senior Analyst/Programmer Level IV** – Minimum of 10 years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in at least one programming language/platform (Java, C/C++, .Net, Mainframe), one database (Oracle/SQL/DB2), and one Operating System (Windows/Linux/Unix); understanding of various SDLC models, such as RUP, Waterfall, and Agile; working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule); understanding of principles of software testing as well as experience in testing automation and performance testing.

**Senior Analyst/Programmer Level V** – Minimum of 12 years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in multiple programming languages/platforms (Java, C/C++, .Net, Mainframe), multiple database (Oracle/SQL/DB2), and multiple Operating Systems (Windows/Linux/Unix); understanding of various SDLC models, such as RUP, Waterfall, and Agile; working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule); ability to access, interpret, and apply government and industry regulations, standards, and specifications to task order requirements; exceptional knowledge data and source manipulation products for testing and project development progress; strong understanding of principles of software testing as well as experience in testing automation and performance testing.

**Senior Analyst/Programmer Level VI** – Minimum of 15 years’ experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, midrange, personal computers, and laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions; manages records, resources, and budgets; hands-on knowledge of concepts in multiple programming languages/platforms (Java, C/C++, .Net, Mainframe), multiple database (Oracle/SQL/DB2), and multiple Operating Systems (Windows/Linux/Unix); understanding of various SDLC models, such as RUP, Waterfall, and Agile; working knowledge of Microsoft Office (Word, Excel, Access, Project, PowerPoint, and Schedule); understanding of various SDLC models, such as RUP, Waterfall, and Agile; ability to access, interpret, and apply government and industry regulations, standards, and specifications to task order requirements; exceptional knowledge data and source manipulation products for testing and project development progress; expert understanding of principles of software testing as well as extensive experience in testing automation and performance testing; ability to interact with project management office (PMO) as well as client PMO to participate, plan, and assess various approaches to application methodologies.

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#### **RELATIONAL DATABASE ADMINISTRATOR –**

**Minimum Experience** Three (3) years of experience in database design, creation, administration and maintenance of relational database management systems; experience in all phases of system analysis, data base administration, or intensive and progressive experience in all phases of systems analysis, design and development.

**Minimum Education** Bachelor’s degree from an accredited college or university in Computer Science, a physical science, or a mathematics-intensive discipline. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
<b>I</b>	<b>3</b>	<b>0</b>	<b>65.00</b>
<b>II</b>	<b>5</b>	<b>1</b>	<b>80.00</b>
<b>III</b>	<b>8</b>	<b>2</b>	<b>90.00</b>
<b>IV</b>	<b>10+</b>	<b>3</b>	<b>100.00</b>

**Functional Responsibility** Directs and controls activities related to database design, implementation, and maintenance. Maintains database dictionaries and systems integration through database design, projects long-range requirements, and reviews database concepts and functional capabilities. Develops policies and procedures pertaining to database management, security, maintenance, and utilization. Installs and maintains RDBMS software packages, maintains database backups and ensures security of data.

#### **Specific Relationship Database Administrator Requirements –**

**Relationship Database Administrator Level I** – Minimum of 3 years’ experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited

to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery.

**Relationship Database Administrator Level II** – Minimum of 5 years’ experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, design of database, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery.

**Relationship Database Administrator Level III** – Minimum of 8 years’ experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, design of database, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery; may be certified in any of the following areas – IBM Certified Advanced Database Administrator - DB2 10.1 for Linux, Unix and Windows, IBM Certified Database Administrator - DB2 10.1 for Linux, Unix, and Windows, Oracle Database 11g Administrator Certified Professional, MCSA SQL Server 2012, MCSE Data Platform Solutions Expert.

**Relationship Database Administrator Level IV** – Minimum of 10 years’ experience creating and managing the database; performing exceptionally complex database administration functions which include, but not limited to, managing/maintaining distributed relational databases residing in a central system; providing 24 x 7 support for production issues; duties can include any of the following – capacity planning, installation, configuration, design of database, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery; may be certified in any of the following areas – IBM Certified Advanced Database Administrator - DB2 10.1 for Linux, Unix and Windows, IBM Certified Database Administrator - DB2 10.1 for Linux, Unix, and Windows, Oracle Database 11g Administrator Certified Professional, MCSA SQL Server 2012, MCSE Data Platform Solutions Expert; manages the development of database projects, planning, budgeting, and staffing of database support resources as well as management of resources; prepares and delivers presentation on database management systems (DBMS) concepts.

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## **SENIOR NETWORK ENGINEER –**

**Minimum Experience** Four (4) years of progressive LAN or network engineering experience. Experience shall include comprehensive end user support in network design, hardware/software selection, integration, inter/intra network data communications, troubleshooting, and problem resolution.

**Minimum Education** A Bachelor’s degree in Computer Science or related field. Technical training and certification in LAN design, administration and maintenance is highly desired. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience	In Years
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Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	5	0	100.00
II	7	1	120.00
III	9	2	135.00
IV	10+	3	145.00

**Functional Responsibility** Provides functional guidance and direction in LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations.

#### **Specific Senior Network Engineer Requirements –**

**Senior Network Engineer Level I** – Minimum of 5 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; assists in maintenance and operations of voice, video, and data communications systems; supports the acquisition of hardware and software as well as subcontractor services as needed.

**Senior Network Engineer Level II** – Minimum of 7 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; can plan, design, evaluate, select, and upgrade operating systems and protocol suites and configure communication media with concentrators, bridges and other devices.

**Senior Network Engineer Level III** – Minimum of 9 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; can plan, design, evaluate, select, and upgrade operating systems and protocol suites and configure communication media with concentrators, bridges and other devices; may administer network security, perform database administration, supervise and direct work of lower-level personnel, and serve as technical team or task lead.

**Senior Network Engineer Level IV** – Minimum of 10 years’ experience providing guidance and direction with LAN technologies, LAN administration, hardware and software technical support analysis, operating system

programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations; high-level knowledge of networking infrastructure, design, installations, configurations and troubleshooting; advanced knowledge and understanding of TCP/IP, routing, protocols, programming of network equipment, and network security; can have certifications including CCIE, CISSP and/or heavy Unix or Linux, etc.; provides expert planning, designing, evaluation, selection, and upgrading of operating systems and protocol suites and configuring communication media with concentrators, bridges and other devices; administers network security, perform database administration, supervise and direct work of lower-level personnel; serves as technical team lead; resolves interoperability problems to obtain operations across all platforms.

## **NETWORK ENGINEER –**

**Minimum Experience** Three (3) years of progressive LAN or network engineering experience. Experience shall include comprehensive end user support in network design, hardware/software selection, integration, inter/intra network data communications, troubleshooting, and problem resolution.

**Minimum Education** A Bachelor's degree in Computer Science or related field. Technical training and certification in LAN design, administration and maintenance is highly desired. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	3	0	75.00
II	5	1	90.00
III	8	2	105.00
IV	9+	3	115.00

**Functional Responsibility** Provides functional guidance and direction in LAN administration, hardware and software technical support analysis, operating system programming, communications and network systems analysis, configuration management, general end user support and training, data security analysis, office automation, and network operations.

## **Specific Network Engineer Requirements –**

**Network Engineer Level I** – Minimum of 3 years' experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+; has knowledge of complex customer processes and requirements; applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects.

**Network Engineer Level II** – Minimum of 5 years' experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+. Has knowledge of complex customer processes and requirements; applies technical

expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects; familiarity with network operations; knows TCP/IP and performs basic network configuration changes with some supervision; maintains records changes and configuration changes; familiarity with network design and configurations, LAN/WAN configurations, ability to troubleshoot networking issues and programming of network equipment.

**Network Engineer Level III** – Minimum of 8 years’ experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+ plus CCNA, CCDA or additional work toward MCSE; has knowledge of complex customer processes and requirements; applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects; familiarity with network operations; knows TCP/IP and performs basic network configuration changes with some supervision; maintains records changes and configuration changes; familiarity with network design and configurations, LAN/WAN configurations, ability to troubleshoot networking issues and programming of network equipment; recommends and implements LAN policies and procedures; trains users on LAN operations and procedures.

**Network Engineer Level IV** – Minimum of 9 years’ experience providing the installation and configuration of workstations, laptops, mobile devices, printers, infrastructure and peripherals, with certifications in A+, Network+, Security+ plus CCNA, CCDA or additional work toward MCSE; has knowledge of complex customer processes and requirements; applies technical expertise to assist in defining, analyzing, validating, and documenting complex operating environments, states of technology and current engineering processes; conducts complex technical investigations through advanced research techniques, analysis or development phases of engineering projects; familiarity with network operations; knows TCP/IP and performs basic network configuration changes with some supervision; maintains records changes and configuration changes; familiarity with network design and configurations, LAN/WAN configurations, ability to troubleshoot networking issues and programming of network equipment; establishes and implements LAN policies and procedures and their conformance; coordinates activities of LAN support personnel, providing guidance on common networking issues; assesses vendor products; maintains network security; trains users on LAN operations and procedures .

## WEB DEVELOPER

**Minimum Experience** Three (3) years of experience in developing web sites, web-based applications, B2C and B2B Ecommerce applications using different technologies and operating environments.

**Minimum Education** Bachelor’s degree in information technology or related technical field. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)

I	3	0	70.00
II	5	1	85.00
III	8	2	95.00
IV	9+	3	105.00

**Functional Responsibility** Designs and develops internet, intranet and/or extranet sites, web-based applications, B2C and/or B2B Ecommerce applications using HTML, DHTML, XML and JavaScript. Utilizes web application development tools, HTML Editors and graphic design tools on different operating systems and web servers.

#### **Specific Web Developer Requirements –**

**Web Developer Level I** – Minimum of 3 years’ experience designing and building Web pages using a variety of graphics software applications, techniques, and tools; designing and developing user-interface features, site animation, and special-effects elements; designing the Website to support the customer’s strategies and goals relative to external communications; contributing to the Web design group’s efforts to specify, improving, and implementing the look, feel, and function of online projects; interfacing directly with customers, users, graphic artists, and Web software developers.

**Web Developer Level II** – Minimum of 5 years’ experience providing application development and technical support for internal and external Webs; developing Web pages and applications for customers; collaborating with graphic artists to develop Web page graphics that support interactive, marketing-focused content; providing technical consultation in new systems development, new package evaluations and enhancements of existing systems; preparing functional specifications from which programs will be written, then designing, coding, testing, debugging and documenting programs; participating in the technical design, development, testing, implementation and maintenance of Web site enhancements; planning, scheduling and conducts systems tests, monitors test results, and takes appropriate corrective action; possibly preparing technical user guides.

**Web Developer Level III** – Minimum of 8 years’ experience designing and developing well-integrated and cost-effective solutions for internal and external Webs; working closely with client project managers and technical leaders to understand customers’ business objectives and systems requirements; designing and developing Web infrastructures; designing and implementing an intranet strategy for authorization of users to access controlled components; designing relational databases to perform well logically and physically for decision support; coordinating enhancements and maintenance of Web systems and sites; providing recommendations for server operating systems, hardware requirements and encryption standards for communications to and from secure servers; providing technical advice and expertise to Webmasters and Web developers in the installation, acceptance testing, and evaluation of newly released and beta software; possibly serving as a functional/technical team or task lead.

**Web Developer Level IV** – Minimum of 9 years’ experience designing and developing well-integrated and cost-effective solutions for internal and external Webs; working closely with client project managers and technical leaders to understand customers’ business objectives and systems requirements; designing and developing Web infrastructures; designing and implementing an intranet strategy for authorization of users to access controlled components; designing relational databases to perform well logically and physically for decision support; coordinating enhancements and maintenance of Web systems and sites; providing recommendations

for server operating systems, hardware requirements and encryption standards for communications to and from secure servers; providing technical advice and expertise to Webmasters and Web developers in the installation, acceptance testing, and evaluation of newly released and beta software; possibly serving as a functional/technical team or task lead; possibly developing using new web technologies, including mobile web design and development; also possibly performing all procedures necessary to ensure the safety of the organization's Website and transactions across the Internet; applying Internet Firewall technologies to maintain security – ensuring that the user community understands and adheres to necessary procedures to maintain security.

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## **DATA ENTRY CLERK**

**Minimum Experience** One (1) year of data entry and verification experience.

**Minimum Education** Must be a high school graduate or equivalent.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
I	1	0	15.00
II	2	1	25.00
III	3	2	30.00
IV	4	3	45.00

**Functional Responsibility** Perform data entry and verification of data where applicable. Data is input from numerous types of source documents requiring various formats. Work requires the application of experience and judgment in selecting procedures to be followed and in searching for, interpreting, selecting, or coding items to be input from a variety of source documents. Performs routine data preparation.

### **Specific Data Entry Clerk Requirements –**

**Data Entry Clerk Level I** – Minimum of 1 year experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable.

**Data Entry Clerk Level II** – Minimum of 2 years' experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable; capable of managing personal workload/tasks/reports.

**Data Entry Clerk Level III** – Minimum of 3 years' experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable; capable of managing others in similar tasks; recommends and assesses vendor products.

**Data Entry Clerk Level IV** – Minimum of 4 years' experience performing data entry via on-line data terminal, key-to-tape, key-to disk, or similar devices; verifying data entered, where applicable; capable of leading data entry team; assesses and selects vendor products; maintains team performance statistics and acts as liaison with supervisors and management.



## **SPECIALIST –**

**Minimum Experience** In-depth knowledge across multiple application modules in addition to three or more years of related functional experience or general IT experience and over five years of specific application experience (e.g., Oracle, Citrix, SAP, PeopleSoft). Has managed the functional/technical design/architecture of one or more ERP solutions or implementations of a specific solution and has a broad spectrum of experience and knowledge across many business processes.

**Minimum Education** A Bachelor's degree in Computer Science, information systems, management science or related field. Master's Degree may substitute for two years of general and specialized experience.

Range of Experience		In Years	
Level of Experience	General Experience	Special Experience	Hourly Rate(\$)
<b>I</b>	<b>5</b>	<b>3</b>	<b>126.00</b>
<b>II</b>	<b>8</b>	<b>4</b>	<b>156.00</b>
<b>III</b>	<b>10</b>	<b>5</b>	<b>196.00</b>
<b>IV</b>	<b>15+</b>	<b>6</b>	<b>227.00</b>

**Functional Responsibility** Leads/manages team in application configuration and functional use of commercial-off-the-shelf (COTS) enterprise (ERP, VDI, CRM, SCM) applications. Responsible for identifying and documenting the strategy for implementing the application. Directs senior staff to develop and review comprehensive functional description of current and future system and process requirements through structured interviews, fit/gap sessions, focus groups, documentation review and other data gathering techniques. Works directly with client management in planning, architecture, development, quality assurance, training, implementation and support as well as functional staff members to identify specific application views and data requirements to ensure that the final system incorporates required functionality.

## **Specific Specialist Requirements –**

**Specialist Level I –** Minimum of 5 years' experience analyzing user needs and performing research and functional analysis on a variety of projects; working under direct supervision; performing related work as required; has a minimum of four years of specialized experience providing state-of-the art solutions in information systems technology; can have less than six years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; generally recognized as a leader in the industry in a specific technology; sought out by others in their area of expertise; coordinates with contractor management and government personnel.

**Specialist Level II –** Minimum of 8 years' experience analyzing user needs to determine functional requirements; performing functional allocation to identify required tasks and their interrelationships; identifying resources required for each task; ; serves as technical team or task lead; has a minimum of ten years of specialized experience providing state-of-the art solutions in information systems technology; can have less than six years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; recognized expert in a specific technology; coordinates with contractor management and government personnel to provide problem definition and present solutions.

**Specialist Level III** – Minimum of 10 years' experience analyzing user needs to determine functional requirements; performing functional allocation to identify required tasks and their interrelationships; identifying resources required for each task; providing daily supervision and direction to support staff; provides expert, independent services and leadership in specialized technical areas; provides expertise on an as-needed basis to all task assignments; coordinates with contractor management and government personnel to ensure problems are properly defined and addressed; serves as technical team or task lead; has a minimum of ten years of specialized experience providing state-of-the art solutions in information systems technology; can have less than ten years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; recognized expert in a specific technology.

**Specialist Level IV** – Minimum of 15 years' experience analyzing user needs and performs research and functional analysis on a variety of projects at a highly technical level; may have supervisory responsibility; serves as technical advisor to clients in assigned subject areas; recommends functional changes, and identifies areas for further investigation; generates recommendations in the form of technical briefings, reports, and other major documents provided to senior level client personnel; serves as primary client liaison and coordinates with sub-contractors, government personnel, and technical experts; serves as technical team or task lead; has a minimum of ten years of specialized experience providing state-of-the art solutions in information systems technology; can have less than ten years' expertise in a particular area (in new state-of-the-arts technology), consistent with the age of the technology; recognized expert in the technology being addressed; provides expert, independent services and leadership in specialized technical areas; provides expertise on an as-needed basis to all task assignments; coordinates with contractor management and government personnel to ensure problems are properly resolved.

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# CERTIFICATE OF LIABILITY INSURANCE

INFOS-1

OP ID: M6

DATE (MM/DD/YYYY)

05/22/2017

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  
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INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Sentinel Ins. Co. Ltd.

11000

INSURED Infosys International Inc.  
100-110 Terminal Dr.  
Plainview, NY 11803-2302

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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:	X		12SBAZJ4098	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	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) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			12SBAZJ4098	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	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	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 Office of Purchasing is Additional Insured as respects operations of the Named Insured under general liability as required by written contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

NASSAU3

Nassau County Office of  
Puchasing  
One West St 1st FL N entr  
Mineola, NY 11501-4813

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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## Informal bid Title:

## Comparison OF Bids

bid numbers

% and \$ difference plus or minus over

pre-encumbrance 0.0000% \$0.00

Recommended Vendor

Infosys International Inc.

Requisition #

RQIT17000083

Pre-Encumbrance:

\$488,040.00

Buyer

Timothy Funaro

Purchase Order #

Vendors												
line	qty	Infosys International		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	488040.00	488040.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	488040.00
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			488040.00		0.00		0.00		0.00		0.00	
ship	1	0.00	0.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	
		Total	488040.00	Total	0.00	Total	4.00	Total	0.00	Total	0.00	488040.00
Delivery	Stock											
Terms	Net 30											
F.O.B.	Dest.											
Vin	113013325											488040.00
Tel No.	516-576-9494											
Verbal	N/A											
Date	01/17/2017 e-mail											

Infosys Quote # 0107

## Notes

Written quote from Unfosys International Inc. and GSA Contract number GS-35F-0273V

\* key 0=No Bid



E-188-17

**NIFS ID:CQTS17000002 Department: Public Works**

**Capital:**

SERVICE: Traffic Safety Programs for Special Needs Population

Contract ID #:CQTS17000002 NIFS Entry Date: 26-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:	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>NY Coalition for Transportation Safety</b>	Vendor ID#: <b>112916953</b>
Address: 213-37 39th Avenue, #204 Bayside, NY 11361	Contact Person: Cynthia Brown, Ex Director
	Phone: 516-571-6808

<b>Department:</b>	
Contact Name: Christopher Mistrion, STOP DWI Coordinator	
Address: Nassau County STOP DWI 1194 Prospect Avenue Westbury, NY 11590	
Phone: 516-571-7021	

RECEIVED  
AUG 13 10 48  
NASSAU COUNTY  
CLERK OF COUNTY

**Routing Slip**

Department	NIFS Entry: X	15-JUN-17 -- CMISTRON
Department	NIFS Approval: X	24-AUG-17 -- CMISTRON
DPW	Capital Fund Approved:	29-JUN-17 -- CMISTRON
OMB	NIFA Approval: X	28-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	28-AUG-17 -- RDALLEVA
County Atty.	Insurance Verification: X	24-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	28-AUG-17 -- DGRIPPO

Dep. CE	Approval: X	08-SEP-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	31-AUG-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The contract promotes the use of child restraints for children with special needs. Programs will be geared to parents and caregivers of said children to provide instruction on correct usage and installation of special needs seats. NY Coalition will also address transportation issues for older children and adults with disabilities and assist them in learning to use fixed route transit. They will coordinate high school travel training education programs with NICE Bus.
<b>Method of Procurement:</b> The contract is funded by the Handicap Parking Surcharge grant monies which are 100% reimbursable. The program is mandated by VTL section 1203-g. requiring that any vendor must have a federally trained certified child safety seat technician with a specialty in the special needs population. The vendor is unique in their ability to provide this service.
<b>Procurement History:</b> The county has a history of cooperating with community not-for-profit vendors to engage in highway safety programs. The county contracts with the vendor. All proposed expenditures are made in accordance with an approved budget which is made part of the contractual agreement. All expenses are 100% reimbursable.
<b>Description of General Provisions:</b> Description of General Provisions: 1. Advise hospital and schools that service children with disabilities that we install, inspect and loan special needs restraints. 2. Provide print information on the types of special needs restraints available. 3. Distribute print information to pediatric and early childhood intervention programs. 4. Inspect and install all types of child safety seats at Nassau County Child Passenger Fitting Station. 5. Conduct outreach programs in the safe transportation of children and adults with special healthcare needs. 6. Work with high schools to teach graduating students with disabilities to use fixed route transit.
<b>Impact on Funding / Price Analysis:</b> The funding for this project is 100% reimbursable and no county match is required.
<b>Change in Contract from Prior Procurement:</b>
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	TS95	Revenue		1	TSGRT95Y2OTH/D E501	\$ 50,000.00
Resp:	X7	Contract:				\$ 0.00
Object:	DE	County	\$ 0.00			\$ 0.00
Transaction:	501	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 50,000.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 50,000.00</b>		<b>TOTAL</b>	<b>\$ 50,000.00</b>
RENEWAL						
% Increase						
%						

Decrease			
----------	--	--	--



Nassau County Interim Finance Authority

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

1. **Vendor:** NY Coalition for Transportation Safety

2. **Dollar amount requiring NIFA approval:** \$50000

**Amount to be encumbered:** \$50000

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

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

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 promotes the use of child restraints for children with special needs. Programs will be geared to parents and caregivers of said children to provide instruction on correct usage and installation of special needs seats. NY Coalition will also address transportation issues for older children and adults with disabilities and assist them in learning to use fixed route transit. They will coordinate high school travel training education programs with NICE Bus.

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

**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

28-AUG-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.**

E-188-17

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 COUNTY TRAFFIC SAFETY AND NEW  
YORK COALITION FOR TRANSPORTATION SAFETY,  
INCORPORATED

WHEREAS, the County has negotiated a personal services agreement  
with New York Coalition for Transportation Safety, Incorporated, for  
instruction and education in the use of restraints for children and adults with  
special needs, 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 New York Coalition for Transportation Safety, Incorporated.

2017 SEP 15 A 11:27

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

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 Coalition for Transportation Safety  
CONTRACTOR ADDRESS: 213-37 39<sup>th</sup> Avenue, #204, Bayside, NY 11361  
FEDERAL TAX ID #: 112926953

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Department Head Signature

5/15/2017  
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 3

# MISSION

The Nassau County Hispanic American Advisory Board's mission is to assist the County in the development, advancement and betterment of economic, employment and business opportunities for Hispanic American residents. The board shall promote cultural opportunities, education, general welfare and develop programs for the improvement of economic growth and job creation.

Nassau County Hispanic American  
Advisory Boards Members to be Inducted

Mateo Flores  
Chair of the Board

Joaquín Centeno, Karen Milagros Cerna, Virginia Da Silva,  
Leo Fernandez, Silvana Loyola, Alfonso Garcia Osuna,  
Giovana Ramirez, Jose Serrano,  
Derek Varsalona, Yesenia Vasquez & Marina Vinberg

Special Board Advisors  
Gil Bernardino • George Siberon • Marcus Monteiro



NASSAU COUNTY EXECUTIVE  
**EDWARD P. MANGANO**

**EDWARD P. MANGANO**  
County Executive



**CHRISTOPHER MISTRON**  
STOP-DWI Coordinator

**NASSAU COUNTY TRAFFIC SAFETY**

**To:** Comptroller's Office

**From:** Christopher Mistron, Coordinator  
Assistant Director  
Nassau County Traffic Safety Board

**Date:** May 6, 2017

**Subject:** NY Coalition for Transportation Safety  
Sole Source Contract  
Transportation Education for Adults/Children with Disabilities  
In Nassau County

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There is only one provider of the services sought for this contract. The NY Coalition for Transportation Safety was determined to be the sole source provider of the educational and training services for people with disabilities, as required by section 1203g of the Handicapped Parking Law.

They are a local provider of transportation safety education programs for people with disabilities. Additionally, the safety seat technician who will be funded through this program is a certified Child Passenger Safety technician and is qualified to inspect and install child safety seats for children with special needs. He is also the regional vice president of the NY State Child Passenger Safety Committee.

The NY Coalition's credentials include being a contractor for the following agencies:

- National Easter Seals Project Action (10 Years), for whom they developed the nationally recognized *On Our Own* travel training program
- NY State Governor's Traffic Safety Committee
- National Highway Traffic Safety Administration
- NY State Department of Transportation
- Nassau County Traffic Safety Board

The NY Coalition is a 501(c)3 not for profit organization. This contract will be funded by Handicapped Parking fines.

**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: 5/15/2017

Vendor: NY Coalition for Transportation Safety

Signed: Cynthia Brown

Print Name: Cynthia Brown

Title: Executive Director

## Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

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**NONE**

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

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**NONE**

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

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

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: 3/15/2017

Signed:

Cynthia Brown

Print Name:

Cynthia Brown

Title:

Executive Director

**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.

**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 - Organization is a 501(c)3 - No one has any financial interest**

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

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

1. Principal Name Cynthia Brown, Director  
Date of birth N / A /  
Home address 58-27 Bell Boulevard  
City/state/zip Bayside, NY 11364  
Business address NY Coalition, 213-37 39<sup>th</sup> Ave., #204  
City/state/zip Bayside, NY 11361  
Telephone 516-571-6808  
Other present address(es) 1194 Prospect Avenue  
City/state/zip Westbury, NY 11590  
Telephone 516-571-6808  
List of other addresses and telephone numbers attached.
2. Positions held in submitting business and starting date of each (check all applicable)  
President / / Treasurer / /  
Chairman of Board / / Shareholder / /  
Chief Exec. Officer / / Secretary / /  
Chief Financial Officer / / Partner / /  
Vice President / /  
(Other) Executive Director 5/1/2000
3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X If Yes, provide details.

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

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

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



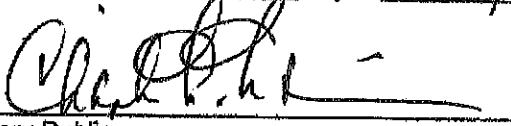
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details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

**CERTIFICATION**

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

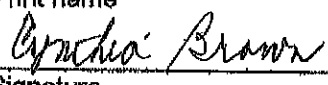
I, Cynthia Brown, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that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

Sworn to before me this 15 day of May 2017

  
Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01M16044039  
Qualified in Nassau County  
Commission Expires May 22, 2019

NY Coalition for Transportation Safety  
Name of submitting business

Cynthia Brown  
Print name  
  
Signature

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

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

President / / Treasurer / /  
Chairman of Board 8 / 1 / 14 Shareholder / /  
Chief Exec. Officer / / Secretary / /  
Chief Financial Officer / / Partner / /  
Vice President / /  
(Other) / /

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

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

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

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

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

**CERTIFICATION**

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

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

Sworn to before me this 15 day of MAY 2017

Christopher M. Mistrion  
Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. Q\*MI8044038  
Qualified in Nassau County  
Commission Expires May 22, 2017

NY Coalition for Transportation Safety  
Name of submitting business

Robin Markowitz  
Print name

Robin Markowitz  
Signature

Chairman  
Title

05/15/2017  
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 6, 2017

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

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

List all other business addresses used within last five years:

NONE

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

Phone: 516-571-6808

Does the business own or rent its facilities? No

4) Dun and Bradstreet number: 94001681

5) Federal I.D. Number: 112926953

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

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

Yes ☒ No ☐ If Yes, please provide details:

Nassau County Stop DWI Program

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

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

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10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

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11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets.

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12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation.

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13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation.

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14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

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

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

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c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒



If Yes, provide details for each such conviction \_\_\_\_\_

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ☐ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS - If a conflict arises we will consult with the County.

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

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

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. All funds are derived from grants received directly from NY State DMV or STOP/DWI grants passed through NC TSB. There is no discretionary funding.

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

Should the proposer be other than an individual, the Proposal **MUST** include:

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

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

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

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

Company NY State Governor's Traffic Safety Committee

Contact Person Chuck Conroy

Address 6 Empire State Plaza, 410B

City/State Albany, NY 12228

Telephone 518-486-1920

Fax # 518-473-0041

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

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

Contact Person Chris Badour

Address State Office Bldg., 250 Veterans Memorial Highway

City/State Hauppauge, NY 11788

Telephone 631-952-6120

Fax # 631-952-6026

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

Company Strategic Road Safety

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

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

City/State Bayside, NY 11364

Telephone 646-734-6434

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

E-Mail Address Thomos.louizou@verizon.net

# **CERTIFICATION**

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

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

Sworn to before me this 15 day of May 2017

Christopher M. Mistrion  
Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01M5044080  
Qualified in Nassau County  
Commission Expires May 22, 2019

Name of submitting business: NY Coalition for Transportation Safety

By: Cynthia Brown  
Print name

Cynthia Brown  
Signature

Executive Director  
Title

5 / 15 / 2017  
Date

COUNTY OF NASSAU

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

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

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

City, State and Zip Code: Bayside, NY 11361

2. Entity's Vendor Identification Number: 1129269553

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp 501(c)3 Not for Profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

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

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

Automobile Club of NY, 1415 Keljum Place, Garden City, NY 11530

DEDICATEDD, 1058 Delmar Avenue, Franklin Square, NY 11010

Community Parent Center, 1260 Meadowbrook Rd., No. Merrick, NY 11566

NY State Governor's Traffic Safety Committee, Empire State Plaza, Albany, NY 12228

Westbury Public Safety commission, 509 Carle Road, Westbury, NY 11590

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

NONE

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

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NONE

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

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

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NONE

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Page 3 of 4

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

NONE

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

NONE

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

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

Dated: 5/15/2017

Signed: Cynthia Brown

Print Name: Cynthia Brown

Title: Executive Director

**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 April 15, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) New York Coalition for Transportation Safety, Incorporated, a New York State, not-for-profit corporation, having its principal address at 213-37 39<sup>th</sup> Avenue, #204, Bayside, New York 11361 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2017 and terminate on December 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall be instruction and education in the use of restraints for children and adults with special needs so they can be safely transported in various types of motor vehicles. They will conduct travel training programs for high school students with special needs and liaison with NICE Bus and AbleRide. The proposed activities are outlined in the grant application request annexed hereto as "Appendix A" and made part hereof.
3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Fifty Thousand Dollars (\$50,000.00)** payable as per the attached program budget attached hereto as "Appendix B." (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has

the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

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

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

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

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or

more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's Indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.)

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.



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

By: Cynthia Brown  
Name: CYNTHIA BROWN  
Title: Ex. Director  
Date: 5/15/2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)\$\$.:

COUNTY OF NASSAU )

On the 15<sup>th</sup> day of April in the year 2017, before me personally came Arthuro Brown to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Ex Director of NY Credit on for Non Safety, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

**NOTARY PUBLIC**

CHRISTOPHER M. MISTRON  
NOTARY PUBLIC, State of New York  
No. 01ME044039  
Qualified in Nassau County  
Commission Expires May 22, 2012

STATE OF NEW YORK)

}\$\$.:

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**

## **APPENDIX A**

### **Child Seats for Special Needs Children and Transportation Education for People with Disabilities In Nassau County 1/1/2017-12/31/2017**

This program will provide the following components:

1. Inspection and installation of car seats/special needs car seats for Nassau County residents on a weekly basis.
2. Education in the use of federally approved restraints for children and adults with special needs.
3. Advocacy for safe and adequate transportation for children and adults with special needs.
4. Resources for people with special needs as regards safe transportation of children and adults.
5. Travel Training programs for high schools with special needs populations to introduce students to independent travel so they may reach job training sites.
6. Liaison between schools and NICE Bus to familiarize special needs students with services provided by NICE, including paratransit services.

Additionally, we will lend certain types of very expensive special needs car seats to people who only require them for a short period of time. A certified special needs car seat instructor will oversee this program as well as conduct all outreach and education programs including the installation and inspection of all special needs restraints.

## APPENDIX B

### Child Seats for Special Needs Children and Transportation Education for People with Disabilities 1/1/17-12/31/17

#### Personal Services

##### Project Coordinator

150 Hours @ \$40 p/hr \$ 6,000.00

##### Travel Instructor/Safety Seat Tech.

600 Hours @ \$35 p/hr \$21,000.00

##### Administrative Assistants

200 Hours @ \$20 p/hr \$ 4,000.00

##### Fringe @ 28%

\$ 8,680.00

##### **Total Personal Services**

**\$ 39,680.00**

#### OTPS

Accounting Fees \$ 2,300.00

Equipment Rental \$ 920.00

Insurance/Premises \$ 1,400.00

Printing/photocopying \$ 500.00

Promotional Materials \$ 2,000.00

Supplies/Repairs/Maintenance \$ 800.00

Telephone \$ 1,200.00

Travel (includes mileage, air fare  
conferences, hotel, meals) \$ 1,200.00

##### **Total OTPS**

**\$ 10,320.00**

##### **GRAND TOTAL**

**\$ 50,000.00**

**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 Contractor is:

Cynthia Brown (Name)  
58-27 Bell Boulevard, Bayside, NY 11364 (Address)  
718-428-9229 (Telephone Number)

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

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

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

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.

5/6/2017

Dated

Cynthia Brown  
Signature of Chief Executive Officer

Cynthia Brown  
Name of Chief Executive Officer

Sworn to before me this

15 day of May, 2017.

Christopher M. Mistrion  
Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01M19044039  
Qualified in Nassau County  
Commission Expires 12/31/19

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01M19044039  
Qualified in Nassau County  
Commission Expires 12/31/19



E-189-17

**NIFS ID: CLEM17000001 Department: Emergency Management****Capital:**

SERVICE: Planning (Emergency Plans)

Contract ID #: CQEM14000002 NIFS Entry Date: 24-JUN-17 Term: from 09-DEC-14 to 08-DEC-18

Amendment
Time Extension: X
Addl. Funds: X
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>Tectonic Engineering &amp; Surveying</b>	Vendor ID#: <b>141691128 01</b>
Address: 70 Pleasant Hill Rd., Mountainville, NY 10953	Contact Person: Edward Martella
	Phone: (804) 217-8504

<b>Department:</b>
Contact Name: Thomas Delaney
Address: 510 Grumman Road W. Bethpage, NY 11714
Phone: 516-573-0636

RECEIVED  
MASSACHUSETTS  
CLERK OF THE LEGISLATURE  
2017 SEP 15 P 2:20

**Routing Slip**

Department	NIFS Entry: X	09-AUG-17 -- TDELANEY
Department	NIFS Approval: X	23-AUG-17 -- TDELANEY
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	28-AUG-17 -- RDALLEVA
County Atty.	Insurance Verification: X	24-AUG-17 -- DGREGWARE
County Atty.	Approval to Form: X	24-AUG-17 -- DGREGWARE
Dep. CE	Approval: X	14-SEP-17 -- CRIBANDO

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>06-SEP-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

<p><b>Purpose:</b> Contract for professional emergency planning services. The original contract allowed the Office of Emergency Management to comply with NYS mandates regarding Homeland Security grant recipients having current emergency plans in place. The amendment will allow the vendor to conduct training and exercises to test the plans. Without having current emergency plans in place, the County is at risk of losing millions of dollars in Federal Homeland Security grant awards. The purpose of this contract is to retain the services of an experienced, professional vendor to work with the Office of Emergency Management to exercise, test and evaluate emergency plans.</p>
<p><b>Method of Procurement:</b> A Request for Proposals was published on the County bid board web site on June 18, 2014, coinciding with a public notification in Newsday. Forty (40) potential proposers requested copies of the RFP. Proposals were due on July 7, 2014. Six (6) proposals were received and evaluated.</p>
<p><b>Procurement History:</b> None.</p>
<p><b>Description of General Provisions:</b> The vendor will work with the Office of Emergency Management (OEM) and specified stakeholders to exercise, test and evaluate County emergency plans. As specified in the original contract, additional required services will be paid according to the vendors GSA rate schedule. In accordance with this, the vendor has submitted 2 proposals to OEM with not to exceed costs to conduct the requested work.</p>
<p><b>Impact on Funding / Price Analysis:</b> One hundred percent (100%) grant funded by FEMA, pass through NYS Division of Homeland Security and Emergency Services, administered by Office of Emergency Management.</p>
<p><b>Change in Contract from Prior Procurement:</b> N/A</p>
<p><b>Recommendation:</b> (approve as submitted)</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		DE	EMGRTFUX6FED	\$ 28,000.00
Control:	X6	Contract:			EMFU/X6	\$ 0.00
Resp:	EMFU	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 28,000.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 28,000.00		TOTAL	\$ 28,000.00
% Increase						
% Decrease						



Nassau County Interim Finance Authority

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

1. **Vendor:** Tectonic Engineering & Surveying

2. **Dollar amount requiring NIFA approval:** \$28000

**Amount to be encumbered:** \$28000

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:** 12/9/2014-12/8/2018

Has work or services on this contract commenced? N       

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 100

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:**

Contract for professional emergency planning services. The original contract allowed the Office of Emergency Management to comply with NYS mandates regarding Homeland Security grant recipients having current emergency plans in place. The amendment will allow the vendor to conduct training and exercises to test the plans. Without having current emergency plans in place, the County is at risk of losing millions of dollars in Federal Homeland Security grant awards. The purpose of this contract is to retain the services of an experienced, professional vendor to work with the Office of Emergency Management to exercise, test and evaluate emergency plans.

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

**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

28-AUG-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 OFFICE OF EMERGENCY MANAGEMENT AND TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Tectonic Engineering & Surveying Consultants P.C. to provide professional emergency planning services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Tectonic Engineering & Surveying Consultants P.C.

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: Tectonic Engineering and Surveying Consultants

CONTRACTOR ADDRESS: 70 Pleasant Hill Rd., Mountainville, NY 10953

FEDERAL TAX ID #: 141691128

**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 Dec 9, 2014. 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 RFP was issued on June 18, 2014 and advertised in Newsday and the County procurement website. Proposals were due on July 7, 2014. 6 proposals were received and evaluated. The evaluation committee consisted of: Paul Wilders, Michael Krummenacker, Gerry Twombly, David Zatlin and Robert Fineo. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. The contractor has received a satisfactory evaluation (see attached Exhibit G).

**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.

# 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?

2011 - 2015 Hicksville Republican Club

2011- 2015 Friends of Ed Mangano

2012 - 2014 Rockville Center Republican Committeemen

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: Tectonic Engineering & Surveying Consultants P.C.

Dated: 8-8-17

Signed: 

Print Name: Donald A. Benvia, P.E.

Title: President & CEO

### 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 A. Benvie, P.E.  
Date of birth 03 / 09 / 1954  
Home address 56 Gedey Esplanade  
City/state/zip White Plains, NY 10953  
Business address 70 Pleasant Hill Road  
City/state/zip Mountainville, NY 10953  
Telephone 845-534-5959  
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 / 07 / 1987 Treasurer 01 / 07 / 1987  
Chairman of Board      /      /      Shareholder 01 / 07 / 1987  
Chief Exec. Officer 01 / 07 / 1987 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. Major Shareholder - 45.5%
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.

Tectonic CMI Corporation - Subsidiary of Tectonic  
Mountainville Associates & RKDB LLC - Partner in Real Estate  
Tectonic Engineering & Surveying Consultants India Private Limited

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. Tectonic CMI Corporation - Governor's Office of Storm Recovery for Hurricane Sandy Relief & Recovery Services

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, Donald A. Benvie, 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 28 day of July 2017

Dianne R. Morgan  
Notary Public

DIANNE R. MORGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO5009211  
Qualified in Orange County  
My Commission Expires March 08, 2019

Tectonic Engineering & Surveying Consultants P.C.  
Name of submitting business

Donald A. Benvie  
Print name

[Signature]  
Signature

President & CEO  
Title

July / 28 / 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 Richard P. Kummerle, P.E., P.P., P.G.  
Date of birth 03 / 03 / 1953  
Home address 36680 N Orillo Oeste Road  
City/state/zip Cave Creek, AZ 85331  
Business address 70 Pleasant Hill Road  
City/state/zip Mountainville, NY 10953  
Telephone 845-534-5959  
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 01 / 07 / 1987 Shareholder 01 / 07 / 1987  
Chief Exec. Officer      /      /      Secretary 01 / 07 / 1987  
Chief Financial Officer      /      /      Partner      /      /       
Vice President 01 / 07 / 1987 \_\_\_\_\_ /      /       
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. Major Shareholder - 44.1%
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.

Tectonic CMI Corporation - Subsidiary of Tectonic  
Mountainville Associates & RKDB LLC - Partner in Real Estate  
Tectonic Engineering & Surveying Consultants India Private Limited

Rev. 3-2016

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. Tectonic CMI Corporation - Governor's Office of Storm Recovery for Hurricane Sandy Relief & Recovery Services

**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.

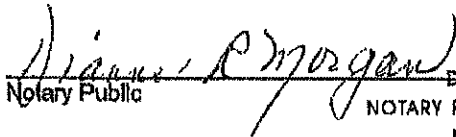
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details 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.

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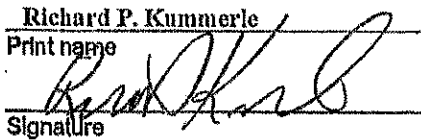
I, Richard P. Kummerle, P.E., P.P., P.G., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information 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 day of July 2017

  
Notary Public

DIANNE R. MORGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01M05009211  
Qualified in Orange County  
My Commission Expires March 08, 2019

Tectonic Engineering & Surveying Consultants P.C.  
Name of submitting business

Richard P. Kummerle  
Print name  
  
Signature

Vice President  
Title  
July / 28 / 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 Thomas J. Critelli, P.E.  
Date of birth 11 / 07 / 1951  
Home address 28 DeBerg Drive  
City/state/zip Old Tappan, NJ 07675  
Business address 70 Pleasant Hill Road  
City/state/zip Mountainville, NY 10953  
Telephone 845-534-5959  
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 1 / 27 / 2012 (Acting).  
Chief Financial Officer      /      /      Partner      /      /       
Vice President      /      /       
(Other) Director 11/01/1996
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. Shareholder - 3.7%
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.

Tectonic CMI Corporation - Subsidiary of Tectonic  
Tectonic Engineering & Surveying Consultants India Private Limited

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. Tectonic CMI Corporation - Governor's Office of Storm Recovery for Hurricane Sandy Relief & Recovery Services

**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.
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  - 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.
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- 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.

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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.
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.
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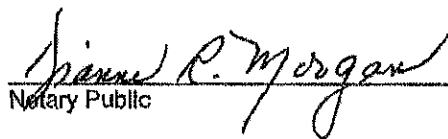


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I, Thomas J. Critelli, P.E., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item 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.

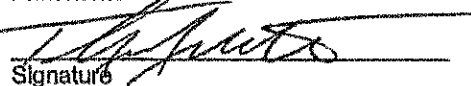
Sworn to before me this 28 day of July 2017

  
Notary Public

DIANNE R. MORGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO5009211  
Qualified in Orange County  
My Commission Expires March 08, 2019

Tectonic Engineering & Surveying Consultants P.C.  
Name of submitting business

Thomas J. Critelli  
Print name

  
Signature

Director  
Title

July / 28 / 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: 6-28-17

- 1) Proposer's Legal Name. Tectonic Engineering and Surveying Consultants, PC
- 2) Address of Place of Business: 70 Pleasant Hill Rd., PO Box 37, Mountainville, NY 10953

List all other business addresses used within last five years:

70 Pleasant Hill Rd., PO Box 37, Mountainville, NY 10953

3) Mailing Address (if different): \_\_\_\_\_

Phone : 804-217-8504

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 184603124

5) Federal I.D. Number: 14-1691128

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ inc.  
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:

Tectonic Engineering Consultants India Private Limited - (Not taking part)

- 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 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 conflict 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 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.  
Tectonic defines a conflict of interest, and then evaluates the relationships of individuals assigned to the  
project. Someone with financial, family relationships, and/or political gain will not be permitted to work, make  
decisions on, or manage that project. We encourage employees to come forward with information concerning  
possible conflicts by ensuring anonymity and freedom from repercussion. Taking all claims seriously even at just  
the hint of a claim, our senior management team immediately investigates. **Rev. 3-2016**  
Continued oversight will preside to insure nothing inappropriate has occurred or is about to occur on the project.

- 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. ATTACHED

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 Greene County, New York

Contact Person John P. Farrell, Director of Emergency Services

Address 25 Volunteer Drive

City/State Cairo, NY 12413

Telephone 518-622-3643

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

E-Mail Address \_\_\_\_\_

Company Dona Ana County/City of Las Cruces, NM

Contact Person Michael Villa, Emergency Management Director

Address 1170 N. Solano Drive, Suite O

City/State Las Cruces, NM 88001

Telephone 575-647-7901

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

E-Mail Address \_\_\_\_\_

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Company Sussex County, DE

Contact Person Joseph Thomas, Emergency Operations Center Director

Address 21911 Rudder Lane, PO Box 589

City/State Georgetown, DE 19947

Telephone 302-855-7801

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

E-Mail Address \_\_\_\_\_

**Business History Form - Supplemental Information and Attachments**

**A.**

- i) Date of Company Formation – January 7, 1987
- ii) Persons with Financial Interest - See Attachment A. ii)
- iii) Officers/Directors of Company - See below
- iv) State of Incorporation – New York
- v) Number of Employees - 500
- vi) Annual Revenue - \$78,668,111
- vii) Summary of Relevant Accomplishments – Please refer to resume of Edward Martella

**TECTONIC CORPORATE OFFICERS/DIRECTORS**

Name	Business Address/ Telephone No.	Principals (Titles)	Corporate Officers
Donald A. Benvie, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)582-1210	President & CEO	President/ Treasurer
Richard P. Kummerle, P.E., P.P., P.G.	4041 South McClintock Drive, Suite 302 Tempe, AZ 85282 (914)456-5550	Chairman of the Board & Managing Principal	Vice President/ Secretary
Thomas J. Critelli, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)263-6581	Executive Vice President & COO	Director/ Acting Secretary

**BUSINESS HISTORY FORM ATTACHMENT****A. ii) 5. Persons with Financial Interests**

<b>Name</b>	<b>Business Address/ Telephone No.</b>	<b>Office Held</b>	<b>Ownership Interest</b>
Donald A. Benvie, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)582-1210	President & CEO	45.5%
Richard P. Kummerle, P.E., P.P., P.G.	4041 South McClintock Drive, Suite 302 Tempe, AZ 85282 (914)456-5550	Chairman of the Board & Managing Principal	44.1%
Thomas J. Critelli, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)263-6581	Executive Vice President & COO	3.7%
Ayman Baki, P.E.	118-35 Queens Blvd., Suite 1000 Forest Hills, NY 11375 (914)260-1644	Senior Vice President	2.8%
Jeffrey B. Kirby, P.E.	2081 Business Center Dr. Ste. 270 Irvine, CA 92612 (201)741-3132	Senior Vice President	2.6%
Mark A. Stler, P.E.	1279 Route 300 Newburgh, NY 12550 (914)456-4338	Senior Vice President	.7%
Antonio A. Gualtieri, P.E.	1279 Route 300 Newburgh, NY 12550 (914)474-2822	Senior Vice President	.5%
Theodore J. Haines, P.L.S.	70 Pleasant Hill Rd. Mountainville, NY 10953 (845)590-8673	Vice President	.1%



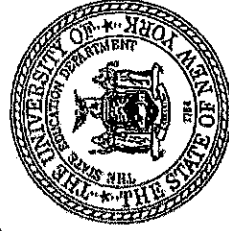
THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

TECTONIC ENGINEERING & SURVEYING CONSULTANTS PC  
PO BOX 37  
70 PLEASANT HILL RD  
MOUNTAINVILLE, NY 10953-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2015 TO 12/31/2017.

*D. E. Lentvich*  
DOUGLAS E. LENTVICH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS  
CERTIFICATE NUMBER  
0011658



*John B. King Jr.*  
JOHN B. KING JR.  
PRESIDENT OF THE UNIVERSITY  
AND COMMISSIONER OF EDUCATION

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

12-31-2017

NUMBER

0405001115

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS  
AND LANDSCAPE ARCHITECTS  
PROFESSIONAL CORPORATION REGISTRATION

PROFESSIONS: ENG



TECTONIC ENGINEERING CONSULTANTS PC

8639 MAYLAND DR SUITE 102  
RICHMOND, VA 23294



Status can be verified at <http://www.dpor.virginia.gov>

*John W. DeBorja*  
John W. DeBorja, Director

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

BOARD FOR ARCHITECTS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS

AND LANDSCAPE ARCHITECTS

PROFESSIONAL CORPORATION REGISTRATION

NUMBER: 0405001115 EXPIRES: 12-31-2017

PROFESSIONS: ENG

TECTONIC ENGINEERING CONSULTANTS PC

8639 MAYLAND DR SUITE 102

RICHMOND, VA 23294



Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (05/2015)

**Edward Martella, P.E.**  
Vice President



**Years of Experience:** 35  
**Years with Firm:** 15

**Education:**

Master in Business Administration,  
1982, Drexel University,  
Philadelphia, Pennsylvania

B.S. Civil Engineering, 1978,

Drexel University, Philadelphia,  
Pennsylvania

**Licenses/Certifications:**

Professional Engineer: Alabama,  
Arizona, Delaware, District of  
Columbia, Florida, Georgia,  
Kentucky, Louisiana, Maryland,  
Mississippi, Nevada, New Jersey,  
New Mexico, New York, North  
Carolina, Pennsylvania, South  
Carolina, Tennessee, Texas,  
Virginia and West Virginia

- Sandia Certified Trainer – VAM-  
CF – Security Vulnerability  
Assessment for Chemical  
Facilities.
- Sandia Certified Trainer-RAM-C  
/ Risk Assessment for  
Communities and RAM –CI  
Risk Assessment for Critical  
Infrastructure
- US Department of Defense  
Certification – USACE  
Protective Design Center for  
Security Engineering and  
Blast Resistance Design
- Sandia RAM-W Certified,  
Vulnerability Assessment  
Methodology
- Federal Emergency  
Management Agency –  
Emergency Management  
Institute
- WMD Outreach Program, FBI  
Academy, Quantico, VA
- Certified Tower / Tank Climber
- OSHA 40 Hour / Hazardous  
Materials Course
- J100 RAMCAP

**Summary:**

As Vice President, Homeland Security and Public Safety Services, Mr. Martella is responsible for program management, technical direction and coordination of engineering and design for all security and public safety projects handled by the company including Alert and Communication Plans, Critical Infrastructure Risk Assessments and Protection Plans, Security Assessments and Design, and Emergency Operations Planning. He is responsible for overall engineering, security and emergency management including development of standards, technical production and review of documents.

**Relevant Project Experience:**

**Regional Emergency Operations Plans and Workshop Training, State of Connecticut, Project Manager**

Tectonic prepared Emergency Operations Plans for five Connecticut Regional Planning Agencies that includes threat assessment, hazard mitigation planning and updating of Terrorism Annexes consisting of 81 Connecticut municipalities covering over 60 percent of the State of Connecticut, including the capitol city of Hartford. The project required the independent review of 91 local Emergency Response plans to identify gaps and state compliance requirements. Additional efforts included reviewing and recommendations for the Capital Region "Red Plan."

**Greene County, NY Emergency Operations Plan, Project Manager**

Tectonic developed an Emergency Operations Plan for the Department of Emergency Services, Greene County, New York. An All-Hazards approach will be used and will define all potential hazards and the resources necessary to respond. The project includes fourteen (14) towns and villages within the County. The plan will be NIMS and FEMA compliant. (2012)

**Dona Ana County, Emergency Operations Plan, Project Manager**

As Project Manager, Mr. Martella worked with Dona Ana County / City of Las Cruces, NM to update the Emergency Operations Plan, including Hazard Annexes, Emergency Support Functions and the creation of Appendices that is NIMS and FEMA compliant, utilizing an All-Hazards approach.

**Coconino County, AZ Emergency Operations Plan Update – Project Manager**

Tectonic developed an All Hazard Regional Emergency Response Plan (RERP) for Coconino County, the second largest county in the US, as well as ERP for the Cities of Flagstaff, Williams, and Page, AZ. The RERP was required to be NIMS/NRF and FEMA compliant. Additional services included establishing training and exercise programs, based on HSEEP, and the development of a regional communication plan. The RERP consisted of the integration of regional evacuation, special needs, mass facilities, COOP, pandemic flu, hazardous materials response plans, and other management and planning programs.

**St. Landry Parish, LA EOP Update & COOP – Project Manager**

Tectonic updated the previous Parish Emergency Operations Plan (EOP). It was a comprehensive and functional integrated All-Hazards Emergency Operations Plan (AHEOP) for the Parish. The Plan is NIMS compliant, consistent with the State of Louisiana EOP and complied with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Local Emergency Operations Plan Crosswalk, State and Local Guide (SLG) 101, as well as the National Response Framework.

**Sussex County, DE Emergency Operations Plan, Project Manager**

Tectonic worked with the Sussex County Office of Emergency Management, Sussex County, Delaware to update the Emergency Operations Plan which encompasses the Basic Plan, Hazard Annexes, Emergency Support Functions and the creation of Appendices.

**Edward Martella, P.E.**  
Vice President



**Sandoval County, NM All-Hazards Mitigation Plan- Project Manager**

Tectonic worked with the Sandoval County Office of Emergency Management, Las Cruces, New Mexico to update the Hazard Mitigation Plan; and has completed updating the Emergency Operations Plan for a border County. Services encompass training County, towns, and municipalities in its use. The plan is NIMS and FEMA compliant.

**Town of Warwick, NY Hazard Mitigation Plan**

As Project Manager, Mr. Martella worked with the Town of Warwick, NY to develop a Multi-Jurisdictional Hazard Mitigation Plan. The project also includes the Village of Warwick, Village of Greenwood Lake, and the Village of Florida.

**New Jersey UASI Emergency Management and Homeland Security Technical Assistance, Project Manager**

Tectonic provided NJUASI with evacuation planning on Routes I-78 and I-80. Tectonic is also assisting the NJ UASI in emergency management and homeland security related planning activities, training in compliance with industry standards and guidelines, exercise support, including but not limited to scenario based discussions, tabletop exercises, drills, functional and full-scale exercises and after-action corrective reports and improvement plan meetings.

**DC Water Vulnerability Assessment & Security Master Plan-Project Manager** Tectonic developed a Security Vulnerability Assessment and Security Master Plan for the Washington, DC Water and Wastewater system. DC Water houses the largest advance wastewater treatment plant in the world. Tectonic provided technical support, participated in site inspections, and prepared draft and final plans. Tectonic's services encompassed conducting a Security Vulnerability Assessment, Development of Specifications and Comprehensive Phased Recommendations over a 10 year period, Development of Security System Countermeasures, including upgrades to physical security systems and other recommended strategies for correcting identified vulnerabilities.

**CPS Energy Vulnerability Assessment & Security Enhancement – Project Manager**

Tectonic worked with CPS Energy located in San Antonio, TX to develop a Security Master Plan for the Energy Company's extensive system. Tectonic's services encompassed conducting a Security Vulnerability Assessment, development of Specifications and comprehensive phased recommendations, development of security system countermeasures, with details on specified types of physical security systems and other recommended strategies for correcting identified vulnerabilities.

**St. Martin Parish, LA COOP (Continuity of Operations Plan) Update, Project Manager**

Tectonic worked with St. Martin to develop a COOP (Continuity of Operations Plan) for the Parish. The Plan is NIMS compliant, consistent with the State of Louisiana EOP and comply with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Local Emergency Operations Plan Crosswalk, State and Local Guide (SLG) 101, as well as the National Response Framework.

**City of Valdez, Alaska - Hazard Analysis, Needs Assessment and Development of City-wide Emergency Operations Plan – Project Director**

Tectonic was responsible for developing and implementing an All-Hazard Emergency Operations Plan (EOP) for the City of Valdez, AK. The City of Valdez, Alaska is home to the terminus of the Alaska Alyeska Oil Pipeline, the highest rank critical infrastructure in the state and 13<sup>th</sup> nationwide. In addition to preparation of the All Hazards EOP, Tectonic prepared a Needs and Risk Assessment report based on existing resources. The All Hazard Assessment included natural and man-made hazards including potential environmental releases from the Alyeska Pipeline and oil tankers transporting crude oil from the southern terminus of the pipeline. Other critical infrastructure evaluated included the City's Port facility, municipal facilities as well as the Information Technology systems.

**City of Rock Hill, SC – Project Manager**

As Project Manager, Mr. Martella provided a comprehensive security risk assessment, and an Emergency Operations Plan update; as well as recommendations and guidelines for a citywide evacuation plan for City of Rock Hill, including a portion of York County, SC. As part of this effort, a Communications Plan was prepared for all emergencies, with specific procedures pertaining to each utility, specifically the water and wastewater system. Tectonic was responsible to identify the physical and operational security vulnerabilities of city facilities including water utilities, schools, transportation systems and government administration. Tectonic identified counter-measure procedures and protocols that developed into a "Hometown" Security Plan that coordinated with the EOP of York County. Tectonic developed a training program for designated city personnel, including the use of the recommended Security Plan, staff security awareness, crisis communications, training, early warning detection, communication, redevelopment of administrative guidelines and emergency operation plan updates.

**Edward Martella, P.E.**  
Vice President



**Verizon Wireless Telecommunication Sites throughout Southwest Region – Project Manager**

Responsible for the management and engineering design, including tower analysis, of wireless buildout programs of several nationwide telecommunication carriers throughout New Mexico and Texas. Provided engineering design, surveying, regulatory permitting, and project management services. (2010 - Present)

**East Orange Water Commission, Communications Infrastructure Needs Assessment and Master Plan – Project Manager**

Responsible for review and evaluation of the potential use of Commission owned property for the development of telecommunication sites in an effort to improve wireless and data operation of their Supervisory Control and Data Acquisition (SCADA) system and develop tower sites that could be used for installation of multiple wireless commercial carriers. This evaluation included the preparation of a Needs Assessment Report to determine gaps and required upgrades for resolving operational issues with wireless communication as well as complete engineering design including tower structural, foundation and civil / site planning.

**Verizon Wireless – West Virginia and Virginia Buildouts – Project Manager**

Mr. Martella is currently the Project Manager of Verizon Wireless buildout in West Virginia. Responsible for all architectural / engineering design, tower and building structural analyses, land surveying and environmental services for cellular sites, switches and MTSC's throughout two states.

**Telecommunication Sites throughout Mid-Atlantic Region – Project Director**

Responsible for the management and engineering design, including tower analysis, of wireless buildout programs of several nationwide telecommunication carriers throughout Maryland, Virginia, North Carolina, South Carolina, Georgia and Washington, DC. Provided engineering design, surveying, regulatory permitting, and construction management services.

**GovNET, Inc. A/E Design of Public Safety Microwave Network- Project Manager**

As Project Manager, Mr. Martella oversaw all technical direction and coordination for the development of a Public Safety Microwave Network throughout the State of Arizona. He was responsible for overall engineering and project management including development of standards, technical production and review of documents.

**Lone Star College System, Houston, TX – Project Manager**

As Project Director, Mr. Martella oversaw the initial development of a Needs Assessment for Alert and Communication Systems for a major college system comprised of over 50,000 students throughout twelve facilities within the Houston, TX area. Prepared an updated Emergency Communications Plan, for this post-secondary educational institution. All plans are to achieve NIMS compliance and meet the latest DOE and FEMA requirements.

**City of Meriden, CT- Disaster Recovery Plan – Project Director**

As Project Manager, Mr. Martella was responsible for development of a Municipal Impact Analysis for IT network, Needs Assessment and the eventual preparation of the City's Disaster Recovery Plan (DRP) from hazards normal to the region. The DRP specifically identified process and procedures for the City departments to implement in order to recover the network infrastructure and operational activities critical for an effective emergency response.

**Wyeth Laboratories – Cambridge, MA – Project Manager**

Develop Alert and Communications Plan for Major Research Laboratory. Services included a Needs Assessment of Communications within the research facility.

**T-Mobile Telecommunications Buildout – Regional Director**

Inspection and design of wireless telecommunications sites throughout Virginia, DC and Maryland markets.

**Sprint PCS Telecommunications Buildout – Regional Director**

Responsibility for the engineering effort to complete the build-out of Sprint PCS Telecommunications System in the Virginia and Georgia regional areas.

**Nextel Telecommunications Buildout – Regional Director**

Complete responsibility for the engineering effort to for cell site construction of Nextel cellular sites in Maryland and Virginia regional areas.

**Edward Martella, P.E.**  
Vice President



**Triton PCS (AT&T) Wireless Sites throughout Virginia and North Carolina - Project Manager**

Responsible for the management and engineering design. Provided engineering design, surveying, regulatory permitting, and construction management services.

**City of Edmond, OK - Hazard Analysis, Needs Assessment and Development of City-wide Emergency Operations Plan - Project Director**

Tectonic was retained to prepare an updated City-wide EOP and hazard analysis. This effort included development of a current hazard analysis for the City and preparation of an All Hazards Emergency Operations Plan for use by all City departments including evacuation planning.

**City of Valdez, Alaska - Hazard Analysis, Needs Assessment and Development of City-wide Emergency Operations Plan - Project Director**

Tectonic was responsible for developing and implementing an All-Hazard Emergency Operations Plan (EOP) for the City of Valdez, AK. The City of Valdez, Alaska is home to the terminus of the Alaska Alyeska Oil Pipeline, the highest rank critical infrastructure in the state and 13<sup>th</sup> nationwide. In addition to preparation of the All Hazards EOP, Tectonic prepared a Needs and Risk Assessment report based on existing resources. The All Hazard Assessment included natural and man-made hazards including potential environmental releases from the Alyeska Pipeline and oil tankers transporting crude oil from the southern terminus of the pipeline. Other critical infrastructure evaluated included the City's Port facility, municipal facilities as well as the Information Technology systems.

**DONALD A. BENVIE, P.E.**  
President and CEO

**TECTONIC**

Practical Solutions, Exceptional Service

Years of Experience: 40  
Years with Firm: 30

Education:

M.S. Civil Engineering  
University of Idaho, Moscow, Idaho, 1996

B.S. Civil Engineering  
Northeastern University, Boston,  
Massachusetts, 1977

Licenses/Certifications:

Professional Engineer: New York and 22  
Other States

Highlights:

- Professional Societies: American Society of Civil Engineers - Associate Member
- National Society of Professional Engineers - Past Chapter President Orange/Sullivan
- ASCE Drilled Shaft Standards Committee - Member
- International Assoc. of Foundation Drilling Contractors (ADSC) - Member
- Deep Foundation Institute - Member

Summary:

As President and CEO, responsible for strategic planning initiatives, overseeing the development of tactical growth plans, restructuring and realigning the company along client sectors, corporate management of accounting and marketing staffs, budgeting, determination of staffing needs, business development, client liaison and coordination of home office support with regional offices. Principal-In-Charge for all corporate and administrative activities relative to transportation and public works agencies including client contact, business development, project management, construction support services and quality assurance oversight. Technical responsibilities include oversight and independent peer review of heavy civil and infrastructure projects involving site development, roadways and bridges, pile and caisson foundations, embankment construction, sheeting and shoring, development of geotechnical design criteria, design of support of excavation (SOE) systems, rock blasting and tunneling utilizing tunnel boring machines (TBM), micro tunneling and conventional drill and blast.

Relevant Project Experience:

Amtrak Gateway Tunnel: - Hudson Yards Phases 1 and 2; Manhattan New York; Principal - In - Charge

The Gateway Program is a proposed set of strategic rail infrastructure improvements that will increase track, tunnel, bridge, and station capacity, eventually creating four mainline tracks between Newark, NJ, and Penn Station, New York, including a new, two-track Hudson River tunnel. Currently a concrete casing comprised of a cut and cover tunnel including a concrete invert and walls supported with secant piles braced with rock anchor tiebacks is being constructed at Hudson Yards concurrently with the construction of a new platform over the MTA west side rail yards to protect the future right of way for the tunnel. As sub consultant to contractor and acting as agent for Amtrak, responsible for coordination and management of special inspections and third party materials testing services to oversee the contractors work associated with construction of the cut and cover. Responsible for supervision of staff performing all required special inspections and third party materials testing of soils, asphalt, concrete, reinforcing, shotcrete, masonry, structural steel, caissons and rock anchor. (2013 to present)

Hudson Yards Development - Phase I, Related Companies; Manhattan New York; Principal - In - Charge

Hudson Yards Phase I involves the development of over 11 million sf of residential, commercial, retail and entertainment space in seven mid and high rise structures constructed on top of a platform spanning the west side rail yards. Tectonic is performing special inspections for six of these structures including all onsite construction and offsite fabrication of structural components. Responsible for oversight of project management staff directing inspectors performing all required onsite special inspections and third party materials testing of concrete, reinforcing, masonry, structural steel and building envelope. Also responsible for Tectonic staff and sub-consultants performing offsite inspections at steel fabrication facilities in Mexico, Canada and Italy. (2014-present)

MTA/NYCT - No. 7 Line Extension; Contract C-26503; Construction of Running Tunnels and Station Cavern Mining; Contract C-26505; Furnishing and Installing Finishes and Systems; Contract C-26510; Site J Vent Building - Special Inspector of Record

As sub consultant to contractors and acting as agent for the MTA, responsible for

**DONALD A. BENVIE, P.E.**  
President and CEO



coordination and management of special inspections and third party materials testing services to oversee the contractors work associated with construction of the running tunnels and station caverns; furnishing and installing finishes and systems for final construction of new No. 7 line; Site A Shaft and Vent Building; and Site J Vent Building. Responsible for oversight of staff performing all required special inspections and third party materials testing of soils, asphalt, concrete, reinforcing, shotcrete, masonry, structural steel and building envelope. Geotechnical services includes supervision and management of inspection staff monitoring borings, tunnelling, pile load testing, pile driving, caissons and rock bolts. (2009 to present)

**MTA/LIRR East Side Access (Manhattan Side): Contract CM009; Manhattan Tunnels; Contract CM019; GCT Structures; Contract CM014A; GCT Concourse; CM005; Manhattan Structures South; CM006; Manhattan Structures North; CM014B; GCT Concourse & Facilities Fit Out - Special Inspector of Record**

As sub-consultant to contractors and acting on behalf of the MTA, responsible for coordination and management of special inspections and third party materials testing services associated with construction of approximately 6.5 miles of new rail tunnel beneath Park Ave. from 61<sup>st</sup> St. to Grand Central Station in NYC and construction of new LIRR commuter rail station beneath Grand Central. Responsible for management and supervision of staff performing all required special inspections and third party materials testing for all GCT cavern mining, tunnel and shaft work including blast and vibration monitoring; geologic mapping of excavated faces; inspection of borings and test pits; inspection of rock scaling and installation of rock reinforcement including rock anchors, rock bolts and passive dowels for tunnel and shaft excavation; inspection of micropiles; inspection of subgrades; witnessing and monitoring of rock anchor testing including water pressure testing of anchor boreholes, inspection and testing of interim and final shotcrete placement for lining tunnels and shafts; inspection and testing of concrete for tunnel inverts, main cavern inverts, footings, shafts, and cavern walls at Grand Central; inspection of concrete reinforcing; inspection and testing of masonry; inspection of structural steel erection at Grand Central for jacking frames; witnessing pressure testing of drainage piping; waterproof membrane installation; sprayed on fireproofing inspection and testing of grout. (2008 to present)

**MTA/LIRR East Side Access (Queens Side): Contract CM053; Harold Interlocking; CQ032; Queens Structures and Plaza Substation; Special Inspector of Record**

As sub-consultant to general contractor, Tutor Perini Corporation and agent for the MTA, responsible for coordination and management of special inspections and third party materials testing services associated with construction of the Harold Interlocking Structure and Queens Structures and Plaza Substation. Work involves construction of the Interlocking structure including rail realignment, retaining walls, catenary cable and lower construction, sheeting and shoring, underpinning and utilities in preparation for the Queens Bored Tunnels phase to be constructed in the Sunnyside Yard. Queens Structures and Plaza Substation involves modifications to existing stations along the 83<sup>rd</sup> St Tunnel and construction of a new Plaza Interlocking comprised of a Power Substation, Yard Services Building, Emergency Exit and Ventilation Structure. Construction costs are approximately \$125 million. Responsible for management and supervision of staff performing all required special inspections and third party materials testing of soils, asphalt, concrete, reinforcing, shotcrete, masonry, and structural steel. Geotechnical services include pile load testing, pile driving inspection, shoring and underpinning inspection and design of excavation support systems including sheetpile and soldier pile walls. Survey services included layout of baseline for horizontal and vertical control and construction stakeout of structures (2008 to present).

**MTA/NYCT - Second Ave Subway; Contract C-26003; Construction of Running Tunnels and Station Cavern Mining; Contract C-26008; Cavern Mining & Heavy Civil/Structural for 86<sup>th</sup> Street Station, Special Inspector of Record**

As sub consultant to contractors and acting as agent for the MTA, responsible for coordination and management of special inspections and third party materials testing services to oversee the contractors work associated with construction of the running tunnels from 92<sup>nd</sup> St to 83<sup>rd</sup> St and the 86<sup>th</sup> St station cavern. Responsible for management and supervision of staff performing all required special inspections and third party materials testing of soils, asphalt, concrete, reinforcing, shotcrete, masonry and structural steel for excavation of tunnels, caverns and shafts. Geotechnical services include supervision and management of inspection staff performing geologic mapping of excavated faces, inspection of rock scaling and installation of rock reinforcement including rock bolts and passive dowels; inspection of subgrades; witnessing and monitoring of rock anchor testing including water pressure testing of anchor boreholes; and monitoring borings, test pits, pile load testing and pile driving. (2009 to present)

**NYSDOT D030549 - Construction of I-86 upgrade of Route 17, Exits 116 - 122, Stages I & II Wallkill, Orange County, NY - Principal-in-Charge**

Tectonic is providing inspection services for the construction of the \$140 million upgrade of NYS Rte 17 Quickway to I86. Stage I work involved construction of an 8.8 mile stretch of highway from Exit 116, at the border of Orange and Sullivan Counties, to Exit 121 in the



**DONALD A. BENVIE, P.E.**  
President and CEO

**TECTONIC**

Practical Solutions, Exceptional Service

Town of Wallkill. Approximately 5 miles of roadway was milled and filled and the remaining almost 4 miles required full depth reconstruction. A new interchange ramp is also being constructed. Six bridges along Route 17 underwent various repairs and upgrades as well, including the rehabilitation of the Scotchtown Road Bridge and the construction of a new bridge carrying Route 17 over a town road between I-84 and Route 211. Stage II work is ongoing and involves total reconstruction of Route 17 between Exits 121 and 122, replacement of the Main St. bridge over Route 17 along a new alignment with new approaches and reconstruction of the Route 17 mainline east and west bound bridges over I-84.

As Project Executive, responsible for coordinating construction management and resident inspection team overseeing this project for NYSDOT. (2008 to present)

**NYSDOT D01556 - Construction of Ramp X, Briarcliff Manor, NY - Principal-In-Charge**

Tectonic provided inspection services for the construction of a new two span concrete and steel girder bridge connecting the southbound Taconic State Parkway to Route 9A. Work involved construction of abutments and middle pier on h-pile foundations, modular retaining walls for approach ramps, utilities and relocation of bike trail adjacent to new approach ramps. Responsible for coordinating construction manager and resident inspection team overseeing this project. (2008)

**NYSDOT, D015325 - Reconstruction of I-684 and NYS Rte 22 Interchange in Armonk, NY - Principal In Charge**

Tectonic provided Resident Engineering and Inspection Services for the reconstruction of the Route 22/ I-684 Exit 3 Interchange. The work includes interchange widening with the construction of turning lanes and two new signals. Responsibilities on this project included assignment of personnel, scheduling, planning, budgeting and liaison with client. (2005)

**NYSDOT, D015455 - Reconstruction of I-684 Between Exit 1 and I-287 in Westchester, NY - Principal In Charge**

This project involves the asphalt concrete reconstruction and rehabilitation of five bridges on I-684 with a length of 5.7 kilometers in the town of Harrison in Westchester County. Services include detailed inspection, on-site field testing of materials and construction activities (including field measurement and collection of data for monthly submittals, final estimates and progress reports), and preparation of record plans showing all changes from contract plans. Responsibilities on this project included assignment of personnel, scheduling, planning, budgeting and liaison with client. (2005)

**NYC Transit Authority, Term Contract CM1142, Brooklyn, NY - Principal - In - Charge**

This five-year, \$5 million term agreement consists of an Indefinite Quantity Inspection Engineering Services Agreement. Tectonic performed technical inspection of Transit Authority facilities throughout New York City. The projects included tunnel wall repair and reconstruction, track replacement, tollbooth modernization, escalator construction and elevated track structure work involving structural erection and repair. Under this term agreement, management responsibilities include assignment of personnel, scheduling, planning, budgeting and liaison with client. (2000 - 2005)

**Bronx River Water Main Tunnel, NYCDDC - Principal-In-Charge**

The scope of work for this \$5 Million project consisted of driving an approximate 300 LF circular tunnel in rock with a tunnel boring machine (TBM) at an approximate depth of 50 feet below the Bronx River, originating and terminating at vertical shafts on either side of the river. The tunnel is 8 feet in diameter and accommodates a 4 foot diameter ductile iron pipe encased in concrete. Construction of vertical access shafts supported by braced cofferdams in overburden and rock excavation to the tunnel invert elevation was required on either side of the Bronx River. Tectonic provided resident engineering and construction inspection services including contract and specification review, construction supervision, contract administration, community liaison contact, shop drawing review, field testing of materials, processing contractor requisitions and change orders and coordination with impacted agencies including AMTRAK, NYCDEP and NYC Department of Parks & Recreation. (2003)

**NYS Thruway Authority Two-Year Term Contract for Construction Inspection Services in the NY Division, Contract #D213322, Principal-In-Charge**

Tectonic was awarded a Term Agreement to provide construction inspection support staffing for various Authority let construction contracts in the New York Division of the Thruway for a period of three years. Types of projects include pavement resurfacing, drainage and utility replacement, guide-rail installation, overhead sign replacement and pavement markings. Tectonic is providing resident engineering and inspection personnel of various NICET levels. Management responsibilities include assignment of personnel, scheduling,

**DONALD A. BENVIE, P.E.**  
President and CEO



planning, budgeting and liaison with client. Projects completed to date include pavement reconstruction of the New England Thruway (I-95) and replacement of the south bound entrance ramp over CSX Railroad tracks in Harriman, NY. (2005)

**NYS DOT Term Contract for CI Services in Region 8, Contract # D012654 - Principal-In-Charge**

Tectonic is providing NICET certified inspectors and resident engineers on an "as needed" basis for the inspection of bridge, highway and utility work under a 3-year term agreement for Region 8. This \$2 million Term Agreement includes providing construction inspection personnel to supplement Department staff, as determined by the Term Agreement Manager, to adequately address the needs of various construction projects. Projects include reconstruction and realignment of the US Route 6 bridge over the East Branch of the Croton River in Carmel, NY, reconstruction of NYS Route 52 in Fishkill, NY and pavement reconstruction on I-684, Bronx River Parkway and Saw Mill River Parkway in Westchester, NY (2004)

**NYS DOT Term Contract for CI Services in Region 9, Contract # D015124 - Principal-In-Charge**

The \$750,000 Term Agreement includes providing Construction Inspection Services to supplement Department staff, as determined by the Term Agreement Manager, to adequately address the needs of various construction projects. Inspection work includes the following: bridge rehabilitation, bridge cleaning, bridge painting, bridge drainage cleaning, highway reconstruction, highway resurfacing, crack sealing, intersection improvements, signal system installation, guide rail installation, pavement markings, mowing and litter removal, or other routine construction contracts. The scope of services include contract administration, detailed inspection, on-site field testing of materials, collection of data necessary to submit monthly and final estimates and progress reports, preparation of record plans and record keeping in accordance with MURK requirements. (2003)

**NYS DOT Contract D258007, County Rte. 29, Clarkstown, NY - Principal-In-Charge**

This \$5.6 million dollar project includes the reconstruction of a two kilometer section of County Route 29, including the addition of turning lanes, lane width improvements, replacement of obsolete and deteriorated drainage systems, traffic signalization improvements and the installation of a new traffic signal. Responsibilities include assignment of personnel, scheduling, planning, budgeting and liaison with NYS DOT and prime consultant. (2000)

**NYS DOT (D010341) Contract D257823 Subsurface Explorations in Various Locations in Region 8, - Principal-In-Charge**

This \$2.5 million project consisted of providing construction inspection and contract administration services for subsurface explorations, which included soil drilling, rock coring, SPT sampling, and groundwater measurements under a when-and-where term agreement with NYS Department of Transportation at various locations in Region 8 (Dutchess, Orange, Putnam, Rockland, Ulster and Westchester Counties). Management responsibilities include assignment of personnel, scheduling, planning, budgeting and liaison with client. (2000)

**Construction Inspection of TAA99-115B and TAA 00-13, Rehabilitation of Mainline Bridge and Interim Pavement Repair Between MP 86.2 and 93.88, Kingston, (Ulster County) NY, NYSTA - Principal-In-Charge**

This \$6 million dollar construction project involved the rehabilitation of the mainline Thruway Bridge at MP 93.88 and the repaving of the NYS Thruway from MP 86.22 to MP 93.88 in Ulster County. Management responsibilities include assignment of personnel, scheduling, planning, budgeting and liaison with client. (2000)

**Rehabilitation of the Queens Mid-Town Tunnel - Principal-In-Charge**

This \$96 million dollar project involves repair and reconstruction of tunnel walls, ceilings, and fire lines, and repairing tunnel leaks. Scope of services includes providing construction inspection services and performing construction materials testing to verify compliance of work with contract documents as sub-consultant to Stone and Webster. (2000)

**Orange County Rte. 19, Tuxedo & Monroe, NY - Principal-In-Charge**

This \$1.2 million dollar project involved highway improvements to a two and a half mile long section of County Route 19, in the Town of Monroe. Responsibilities included assignment of personnel, oversight of construction staff, scheduling, planning, budgeting and liaison with Orange County DPW. Specific components of work included clearing of site, excavation and embankment, embankment in place, gabion walls, temporary soil erosion and water pollution control, saw cutting existing pavement, hot mix asphalt concrete pavement, in place pavement reclamation, culverts and storm drains, guide railing, placing erosion control materials, maintenance and protection of traffic and reflectorized pavement markings. (1999)

**NYS DOT Contracts D257474, D257575, D257583, (Term Agreement D010209) - Project Manager/Principal-In-Charge**

**DONALD A. BENVIE, P.E.**  
President and CEO



This \$2.5 million dollar project under contract D010209 involved the installation of pavement markings at various sites throughout Region 8. Responsibilities included assignment of personnel, scheduling, planning, budgeting and liaison with NYSDOT. Additional responsibilities included assignment of personnel, scheduling, planning, budgeting, and liaison with NYSDOT. (1999)

**NYS Thruway Authority Contract D212499 – Principal-In-Charge**

This \$2.8 million dollar project involved providing geotechnical services and construction inspection services under a term agreement with NYS Thruway Authority. Scope of services included geotechnical analysis and design for rock slope stabilization and highway repaving projects and associated construction inspection services for the southern tier. (1999)

**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 A. Benvie, 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 28 day of JUNE 2017

Dianne R. Morgan  
Notary Public

DIANNE R. MORGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO6009211  
Qualified in Orange County  
My Commission Expires March 08, 2019

Tectonic Engineering & Surveying Consultants P.C.

Name of submitting business

Donald A. Benvie, P.E.

Print name

Donald A. Benvie  
Signature

President & CEO

Title

6 / 28 / 17  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Tectonic Engineering & Surveying Consultants, PC

Address: 70 Pleasant Hill Rd., PO Box 37,

City, State and Zip Code: Mountainville, NY 10953

2. Entity's Vendor Identification Number: \_\_\_\_\_

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

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ S 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):

Donald A. Benvie 68 Gadney Esplanade White Plains, NY 10605 - President

Richard P. Kummerle 36980 N. Orillo Oeste Rd., Cave Creek, AZ 85331 - Vice President

Thomas J. Crittall 28 DeBerg Drive, Old Tappan, NJ 07675 - Director

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.

Please see attached

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

## **5. Names and Addresses of All Shareholders**

<b>Name</b>	<b>Business Address/ Telephone No.</b>	<b>Office Held</b>	<b>Ownership Interest</b>
Donald A. Benvie, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)582-1210	President & CEO	45.5%
Richard P. Kummerle, P.E., P.P., P.G.	4041 South McClintock Drive, Suite 302 Tempe, AZ 85282 (914)456-5550	Chairman of the Board & Managing Principal	44.1%
Thomas J. Critelli, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)263-6581	Executive Vice President & COO	3.7%
Ayman Baki, P.E.	118-35 Queens Blvd., Suite 1000 Forest Hills, NY 11375 (914)260-1644	Senior Vice President	2.8%
Jeffrey B. Kirby, P.E.	2081 Business Center Dr. Ste. 270 Irvine, CA 92612 (201)741-3132	Senior Vice President	2.6%
Mark A. Stier, P.E.	1279 Route 300 Newburgh, NY 12550 (914)456-4338	Senior Vice President	.7%
Antonio A. Gualtieri, P.E.	1279 Route 300 Newburgh, NY 12550 (914)474-2822	Senior Vice President	.5%
Theodore J. Haines, P.L.S.	70 Pleasant Hill Rd. Mountainville, NY 10953 (845)590-8673	Vice President	.1%

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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.

Tectonic CMI Corporation - Wholly Owned Subsidiary

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**Tectonic Engineering Consultants India Private Limited - Wholly Owned Subsidiary**

(NOT TAKING PART)

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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.

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

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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: 6-28-17

Signed: [Signature]

Print Name: Donald A. Benoit

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.

Client#: 48443

TECTENGI

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/05/2017

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).

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		<b>CONTACT</b> NAME: Carly Underwood PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com	
<b>INSURED</b> Tectonic Engineering & Surveying Consultants P.C. 70 Pleasant Hill Road, PO Box 37 Mountainville, NY 10953		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Zurich American Insurance Co <b>NAIC #</b> 16535	
		<b>INSURER B:</b> James River Insurance Co <b>12203</b>	
		<b>INSURER C:</b> Evanston Insurance Company <b>35378</b>	
		<b>INSURER D:</b> Allied World Surplus Lines Ins <b>19489</b>	
		<b>INSURER E:</b> Continental Casualty Company <b>20443</b>	
		<b>INSURER F:</b> The State Insurance Fund <b>NYS</b>	

## COVERAGES

CERTIFICATE NUMBER: 17-18

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	ADDITIONAL INSURER	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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO027975900	04/08/2017	09/20/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5095026985	09/20/2016	09/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		000767520	04/08/2017	09/20/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	DED <input checked="" type="checkbox"/> RETENTION \$0		MKLV1EUE100162	04/08/2017	09/20/2017	Each Occ/Agg \$5M/\$5M
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W23440720 (NY)	09/20/2016	09/20/2017	<input checked="" type="checkbox"/> PER STATUTE <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
D	Professional Liab Incl. Pollution		03106515	04/08/2017	09/20/2018	Per Claim \$5,000,000 Aggregate \$10,000,000

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


County of Nassau, its officers and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

The above referenced liability policies with the exception of professional liability are primary & non (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 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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## DESCRIPTIONS (Continued from Page 1)

contributory where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

**AMENDMENT NO. 1 (Term Extension and Budget Increase)**

THIS AMENDMENT, dated as of June 1, 2017 (together with the schedules, appendices, attachments and exhibit, in any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting for and on behalf of the County Office of Emergency Management, having its principal office at 510 Grumman Road West, Bethpage, New York 11714 (the "Department"), and (ii) Tectonic Engineering & Surveying Consultants P.C., a corporation authorized to do business in the State of New York, having its principal office at 70 Pleasant Hill Road, Mountainville, New York 10953 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COEM14000002 between the County and the Contractor, executed on behalf of the County on December 9, 2014 (the "Original Agreement"), the Contractor performs certain professional planning services which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 9, 2014 through December 8, 2016 with an option to renew the contract for three (3) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the agreement, as full compensation for the Services, is Eighty Two Thousand Four Hundred Dollars (\$82,400.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the Original Term and increase the Maximum Amount under this Agreement in order for the Contractor to provide additional professional planning services;

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

1. Term Extension. The Original Term shall be extended by two (2) years so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 8, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Eight Thousand Dollars (\$28,000.00) (the "Amendment Maximum Amount") 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 One Hundred and Ten Thousand Four Hundred Dollars (\$110,400.00) (the "Amended Maximum Amount").

3. Budget. The budget attached as the final page of the Original Agreement is amended to appear in its entirety as set forth in Exhibit C attached hereto (such amended budget, the "Amended Budget").


4. Services. The services ("Services") to be provided by the contractor shall be in accordance to Task 6 of the original contract and adhere to the pricing submitted with the original contract as Exhibit D. Exhibit E and Exhibit F attached hereto describe the scope of work and the contractual staffing required.

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

TECTONIC ENGINEERING & SURVEYING  
CONSULTANTS P.C.

By:   
Name: Edward F. Maffella  
Title: Vice President  
Date: 6/14/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF Virginia )  
 )ss.:  
COUNTY OF Henrico )

On the 14<sup>th</sup> day of June in the year 2017 before me personally came Edward F. Mitella to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Henrico; that he or she is the Vice President of Tectonic Engineering, 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 Joyce Williams*

MARY JOYCE WILLIAMS  
NOTARY PUBLIC  
REGISTRATION # 7676772  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
MARCH 31, 2021

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

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

NOTARY PUBLIC

## Appendix L

### Certificate of Compliance

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

1. The chief executive officer of Contractor is:  
Donald A. Benvie, P.E.  
Tectonic Engineering & Surveying Consultants P.C. (Name)  
PO Box 37, 70 Pleasant Hill Rd., Mountainville, NY 10953 (Address)  
845-534-5959 (Telephone Number)
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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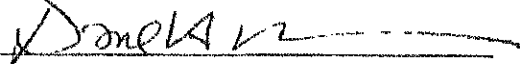
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

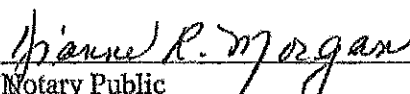
June 28, 2017  
Dated

  
Signature of Chief Executive Officer

Donald A. Benvie, P.E.  
Name of Chief Executive Officer

Sworn to before me this

28 day of JUNE, 2017.

  
Notary Public

DIANNE R. MORGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO5009211  
Qualified in Orange County  
My Commission Expires March 08, 2019

## **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:

1) 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.

2) 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.

3) 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 1), 2) and 3) 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 1), 2) and 3) 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 1), 2) and 3) shall be so limited.

The Contractor shall include provisions 1), 2) and 3) 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:

1) 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.

- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- 9) County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

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# EXHIBIT C

## ORIGINAL BUDGET/PAYMENT SCHEDULE

Nassau County CEMP Update	Total
Completion of Task 1 and Task 2:	\$20,000.00
Completion of Task 3:	\$20,000.00
Completion of Task 4:	\$20,000.00
Completion of Task 5:	\$22,400.00
<b>Total of all payments:</b>	<b>\$82,400.00</b>

## AMENDED BUDGET

### OBLIGATION BUDGET CONTROL CENTER SUMMARY

FUND	DEPARTMENT	EM	NUMIS CODE	FISCAL YEAR
	TECTONIC ENGINEERING AND SURVEYING CONSULTANTS P.C. 70 Pleasant Hill Road, Mountainville, New York 10953			2017

OBJ CLASS	OBLIGATIONS	ORIGINAL	AMENDMENT	REVISED	(name & number)			
		TOTAL	1-Jul					
	Personal Service			-				
AA	Salaries			-				
AB	Fringe Benefits			-				
	Subtotal	-	-	-				
	Other Than Personnel Service							
BB	Equipment			-				
CC	Materials & Supplies			-				
DD	General Expenses			-				
DE	Contractual Services	82,400.00	28,000.00	110,400.00				
DF	Utilities			-				
HH	Interfund Charges			-				
	Subtotal	82,400.00	28,000.00	110,400.00				
	All Other							
	<b>TOTAL OBLIGATIONS</b>	<b>82,400.00</b>	<b>28,000.00</b>	<b>110,400.00</b>				



**Tectonic Engineering GSA Contract No. GS00F015BA**

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2003)  
Prescribed by GSA - FAR (48 CFR) 53.212

# EXHIBIT D (continued)

SF1449 CONTINUATION SHEET

Page 1A

Tectonic Engineering & Surveying Consultants, 70 Pleasant Hill Road, P.O. Box 37, Mountainville, NY 10953 0037

Contract Number: (See Block 2 on SF1449)

Contract Period: (See Block 3 on SF1449), effective through five years

Tectonic Engineering & Surveying Consultants final proposal revision letter dated 8/8/2014 and related documents are incorporated and made part of this contract.

- Pursuant to FAR Clause 52.219-9, Tectonic Engineering & Surveying Consultants Small Business Subcontracting Plan dated 9/4/2013, approved by Yvonne J. Salas, Contracting Officer, 9/24/2013 is incorporated into this contract.
- Tectonic Engineering & Surveying Consultants agrees to incorporate clause CP-FSS-2 Significant Changes for Consolidated Schedule Refresh 18 into this contract (see Significant Changes below)

Tectonic Engineering & Surveying Consultants final awarded labor categories and prices are listed below (position descriptions follow below). The final awarded prices include the required .75% Industrial Funding Fee (IFF).

Item	SIN	Awarded Labor Category	Min Edu	Min Exp	Site	Year 1
1	C871-7; C871-210; C899-1; C899-7	Project Executive Director	Masters	20	Contractor	\$185.94
2	C871-7; C871-210; C899-1; C899-7	Project Manager II	Masters	12	Contractor	\$174.25
3	C871-7; C871-210; C899-1; C899-7	Project Manager I	Bachelors	7	Contractor	\$132.95
4	C871-7; C871-210; C899-1	Engineer - Specialist II	Masters	10	Contractor	\$160.65
5	C871-7; C871-210; C899-1	Engineer - Specialist I	Masters	5	Contractor	\$130.03
6	C871-7	Senior Engineer	Bachelors	12	Contractor	\$129.68
7	C871-7	Staff Engineer	Bachelors	3	Contractor	\$92.27
8	C871-7	Project Engineer	Bachelors	7	Contractor	\$120.83
9	C871-7	Sr. Designer	Bachelors	10	Contractor	\$88.71
10	C871-7; C871-210; C899-1	Senior Engineering Technician***	High School	5	Contractor	\$69.42
11	C871-7; C871-210; C899-1; C899-7	Environmental Technician***	Bachelors	3	Contractor	\$71.01
12	C871-7	Supervising Construction	Masters	15	Contractor	\$156.02

## EXHIBIT D (continued)

		Engineer				
13	C871-7	Resident Engineer	Bachelors	12	Contractor	\$137.02
14	C871-7; C899-1	Office Engineer	Bachelors	6	Contractor	\$107.41
15	C871-7	Assistant Office Engineer	Bachelors	4	Contractor	\$94.78
16	C871-7; C871-210; C899-1; C899-7	Survey Party Chief***	High School	5	Contractor	\$88.76
17	C871-7; C871-210; C899-1; C899-7	Instrument Person***	High School	1	Contractor	\$73.31

**Service Contract Act:** The Service Contract Act (SCA) is applicable to this contract and it includes SCA eligible labor categories. The prices for the cited SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix below. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly.

SCA Eligible Labor Category	SCA Equivalent Code Title	Wage Determination No
Senior Engineering Technician	30040 Civil Engineering Technician	2005-2379 Revision 12
Environmental Technician	30090 Environmental Technician	2005-2379 Revision 12
Survey Party Chief	99830 Survey Party Chief (Chief of Party)	2005-2379 Revision 12
Instrument Person	99832 Surveying Technician (Instrument Person)	2005-2379 Revision 12

**Discounts:** Tectonic Engineering & Surveying Consultants submitted pricing based on its commercial market prices effective 8/8/2014. The Government prices, excluding the required .75% IFF, terms and conditions are better than those sold to its most favored customer(s). "See Attachment 1 - Proposal PriceList (PPL) spreadsheet attached to this SF 1449." The MPC(s) receive discounts ranging from 5% to 22.8% off Tectonic Engineering & Surveying Consultants commercial market prices. Tectonic Engineering & Surveying Consultants is offering GSA prices (excluding the required .75% IFF) that are discounted from 7.3% to 30.6% off Tectonic Engineering & Surveying Consultants commercial market prices.

**Basis of Award:** In accordance with clause 552.238-75 Price Reductions, "All commercial customers who receive 0% discounts off of Tectonic Engineering & Surveying Consultants PC's commercial market prices and Tectonics' Most Favored Customers, who receive the discounts identified on the Proposed Price List (PPL) spreadsheet, labeled as Attachment 1, contained in its Final Proposal Revisions" and as attached to this SF 1449, are the basis of award (BOA) customers. GSA prices excluding the required .75% IFF are at least 2.1% less than the prices offered/sold to the MFC/BOA.

**Economic price adjustments (EPA):** EPA will be in accordance with clause I-FSS-969 Economic Price Adjustment-FSS Multiple Award Schedules (b)(2). Adjustments based on a market indicator have been awarded. The awarded market indicator is The Bureau of Labor Statistics Employment Cost Index (ECI), Table 5: Compensation - Not Seasonally Adjusted - Employment Cost Index for Total Compensation, for Private Industry Workers, by Occupational Group and Industry, for Occupational Group: "Professional,

## EXHIBIT D (continued)

scientific, and technical services." Price adjustments are not automatic and must be completed by a contract modification.

**SIN(s) / Recovery SIN(s) Awarded:**

SIN	Recovery	SIN Description
C871 7	C871 7RC	Construction Management and Engineering Consulting Services Related to Real Property
C871 210	C871 210RC	Water Conservation Services
C899 7	C899 7RC	Geographic Information Systems (GIS) Services
C899 1	C899 1RC	Environmental Consulting Services

**Maximum Order:** \$1,000,000.00

**Minimum Order:** \$100.00

**Prompt Payment Discount:** Net 30 days

**Quantity Discount:** Three types of Quantity Discounts are available and shown below:

1.5% discount for any individual task order within \$250,000 - \$500,000

2.5% discount for any individual task order that exceeds \$500,000

If a task order is initially in an amount less than \$250,000, but is subsequently amended to exceed that amount, Tectonic will apply the appropriate Quantity Discount starting in the first full month after which the amendment takes place. Tectonic will not apply the Quantity Discount retroactively. Only one Quantity Discount (either 1.5% or 2.5%) will apply at any time; these discounts are not additive.

**Geographic Coverage:** FOB Destination, Domestic only delivery, with the exact time to be specified on individual Delivery/Task Orders.

**Licensing fees:** If any, are to be negotiated between the contractor and the individual customer agencies.

Tectonic Engineering & Surveying Consultants possesses an adequate and auditable labor hour recording and invoicing system capable of fully supporting labor hour invoices; therefore, the firm is approved to accept both Labor-Hour and Firm-Fixed-Price Delivery/Task Orders from authorized agencies under this contract

**PLEASE NOTE:** Pursuant to Clause 552.238-74, the Contractor must report the quarterly dollar value of sales under the contract by calendar quarter on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. If no sales occur, the contractor must show zero on the report.

**PLEASE NOTE:** Pursuant to Clause 552.243-72, Modifications, additional instructions on modification submissions can be found at "[www.gsa.gov/Consolidated](http://www.gsa.gov/Consolidated)" by clicking on "Modification Instructions." Schedule contractors are expected to read the modification instructions in their entirety before submitting any requests to modify their Schedule contract. The instructions outline the information that must be submitted in order to avoid the rejection of a modification request. GSA will only consider modification requests from contractors who are in compliance with the terms and conditions of their contract. Prior to submitting a modification request, a Schedule contractor must ensure that its GSA Advantage text file and catalog file, CCR and ORCA registrations are current and accurate and all mandatory mass modifications have been accepted. GSA will only accept modification requests submitted via the eMod website, which is located at <http://www.eoffer.gsa.gov/>.

## EXHIBIT D (continued)

**READ CONTRACT CAREFULLY:** This award covers indefinite quantities of products and/or services. No performance or delivery is required until order(s) are received. This contract shall only be used for the services listed (see Scope of Work). Inappropriate use of the contract for other than Consolidated Services may subject the contractor/customer agency to penalties provided by statute or regulation.

### SIGNIFICANT CHANGES

#### **CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)**

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulation(s) from previous refresh are listed below

Number Title Clause/Provision

52.247-64 - PREFERENCE FOR PRIVATELY OWNED U.S.—FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I—APR 2003) - Clause  
552.243-72 - MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATION I - SEP 2010) - Clause  
SCP-FSS-001 - GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (FEB 2012) (ALTERNATE I -- DEC 2010) - Provision  
SCP-FSS-002 - SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (FEB 2012) (ALTERNATE I -- DEC 2010) - Provision  
52.232-99 - PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012) - Clause

The added regulation(s) in new refresh are listed below

Number Title Clause/Provision

52.222-17 - NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013) - Clause  
52.203-17 - CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) - Clause  
52.204-13 - SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014) - Clause  
52.232-40 - PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) - Clause  
SCP-FSS-001 - INSTRUCTIONS APPLICABLE TO ALL OFFERORS (MAR 2014) - Provision  
SCP-FSS-002 - SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (MAR 2014) - Provision  
SCP-FSS-003 - SPECIFIC PROPOSAL INSTRUCTIONS FOR PRODUCTS (MAR 2014) - Provision  
552.238-81 - MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR 2014) (ALTERNATE I -- APR 2014) - Clause

The updated regulation(s) in new refresh are listed below

Number Title Clause/Provision

52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013) - Clause  
L-FSS-600 - CONTRACT PRICE LISTS (OCT 2013) - Clause  
52.232-34 - PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007) - Clause  
CI-FSS-151 - ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2014) - Clause  
52.232-36 - PAYMENT BY THIRD PARTY (JUL 2013) (DEVIATION I -- MAY 2003) - Clause  
52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013) - Clause  
52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) (ALTERNATE II -- OCT 2001) - Clause  
52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) - Clause  
52.209-7 - INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) - Provision  
52.209-9 - UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) - Clause  
52.212-1 - INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) - Provision  
52.212-4 - CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) (DEVIATION I -- FEB 2007) - Clause  
52.202-1 - DEFINITIONS (NOV 2013) - Clause  
52.219-29 - NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (JUL 2013) - Clause  
52.219-30 - NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (JUL 2013) - Clause  
52.222-19 - CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) - Clause  
52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) - Clause  
52.212-4 - CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) (ALTERNATE I -- AUG 2012) (DEVIATION I -- FEB 2007) - Clause  
52.204-10 - REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) - Clause  
52.222-34 - EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) - Clause  
52.223-2 - AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013) - Clause  
52.223-5 - TRADE AGREEMENTS (NOV 2013) - Clause  
52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2013) - Provision

# EXHIBIT D (continued)

52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --  
COMMERCIAL ITEMS (JAN 2014) (ALTERNATE II -- NOV 2013) - Clause

## Position Descriptions

### Title: Project Executive Director

**Responsibilities:** Oversees all aspects of work performed under the contract and has primary responsibility for financial management of the contract. Ensures that Task Orders are assigned to appropriate Task Order managers and staff, and that work is completed in accordance with the requirements of the contract and the respective Task Orders. Responsible for serving as the primary point of contact with the client, handling contractual matters, preparing project status reports, reviewing and approving all deliverables prior to submission, and supervising the work of all project staff.

**Education and Certification:** Master's Degree in Architecture, Engineering, or Construction Management with registration as either Registered Architect (R.A.) or Professional Engineer (P.E.)

**Minimum Experience:** 20 years.

### Title: Project Manager II

**Responsibilities:** Duties include directing large and/or complex projects, client contact, determining staffing requirements for contracts, contract negotiations with client, assignment of staff, chairing staff meetings, business development, financial management and budget preparation. Plans work activities as necessary to meet project schedule and timeline. Plans, conducts, and supervises projects of major significance, necessitating knowledge and the ability to originate and apply new and unique methods and procedures. Provides technical advice and counsel to other professionals. Has day-to-day responsibility for activities of the project team. Serves as Quality Assurance (QA) Manager for Implementing Corporate QA Plan on project. Reports to Project Executive.

**Education and Certification:** Master's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 12 years.

### Title: Project Manager I

**Responsibilities:** Duties include directing medium projects, or for several smaller projects, client contact, determining staffing requirements for contracts, contract negotiations with client, assignment of staff, chairing staff meetings, business development, financial management and budget preparation. Plans work activities as necessary to meet project schedule and timeline. Plans, conducts, and supervises projects of major significance, necessitating knowledge and the ability to originate and apply new and unique methods and procedures. Has day-to-day responsibility for activities of the project team. Serves as Quality Assurance (QA) Manager for Implementing Corporate QA Plan on project. Reports to Sr. Project Management II.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

## EXHIBIT D (continued)

**Minimum Experience:** 7 years.

**Title:** Engineer - Specialist II

**Responsibilities:** Provide technical management and direction for medium to large size projects. Applies advanced knowledge in at least one of the following specialty areas: Civil Engineering, Geotechnical Engineering; Structural Design & Analysis; Storm-water Management; Water & Wastewater; Transportation Planning; Environmental & Regulatory Permitting; Construction Management

**Education and Certification:** Master's Degree in Engineering, Architecture or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 10 years.

**Title:** Engineer - Specialist I

**Responsibilities:** Provide technical management and direction for small or medium projects or portions of a larger effort. Applies intermediate level of expertise in at least one of the following specialty areas: Civil Engineering, Geotechnical Engineering; Structural Design & Analysis; Storm-water Management; Water & Wastewater; Transportation Planning; Environmental & Regulatory Permitting; Construction Management

**Education and Certification:** Master's Degree in Engineering, Architecture or Construction Management with registration as an Engineer in Training (E.I.T.)

**Minimum Experience:** 5 years.

**Title:** Senior Engineer

**Responsibilities:** Works in support of project manager and project engineer. Carries out technical assignments associated with projects. Provides technical leadership on Construction Management projects, and projects addressing environmental issues or water resources. Responsible for coordinating specific technical tasks within scope of project with other disciplines and supervises preparation of technical documents, such as reviews performed on Construction Management projects, or preparation of infrastructure and site development plans. Performs engineering analysis and reviews the work prepared by staff. Checks design calculations and estimates and develops feasible concept design alternatives. Translates technical guidance received from supervisors into usable data applicable to the particular assignment. Coordinates the activities of junior staff or associates. Checks data for accuracy.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 12 years.

**Title:** Staff Engineer

**Responsibilities:** Works in support of senior engineer. Carries out technical assignments associated with projects. Performs engineering concept design and analysis required for the preparation of plans, specifications and cost estimates for Construction Management projects, and projects that include buildings,

## EXHIBIT D (continued)

infrastructure and site development. Prepares concept design calculations. Performs analysis of data required for concept design development. Performs CADD design and/or oversees the preparation of CADD drawings prepared by Designer/Drafter. Works under the supervision of Project or Senior Engineer.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as an Engineer in Training (E.I.T.).

**Minimum Experience:** 3 years.

### **Title: Project Engineer**

**Responsibilities:** Supports Project Manager for preparation of plans, specifications, cost estimates and reports for Construction Management projects and building and site development work. Provides technical expertise in the preparation of engineering concept designs. Supervises technical staff in performance of engineering analysis and plan preparation. Estimates manpower needs and schedules work to meet completion dates. Directs, provides assistance, reviews progress and evaluates results, makes changes in methods, concept design, equipment and materials where necessary.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 7 years.

### **Title: Sr. Designer**

**Responsibilities:** Applies engineering, architecture or technical techniques and analyses under the direction of senior staff to support Construction Management building and site development projects.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, Environmental Studies, or Construction Management.

**Minimum Experience:** 10 years.

### **Title: Senior Engineering Technician**

**Responsibilities:** Performs a variety of technical support tasks under the direction of the engineering staff. Performs basic duties including scanning, digitizing (e.g., in support of the development of project-specific GIS databases), and computer-aided drafting (CADD), and helps oversee the performance of similar duties by more junior technicians. Compiles and summarizes data. Extracts engineering data from various prescribed sources. Performs basic calculations. Performs field testing relative to Quality Assurance/Quality Control (QA/QC) for Construction Management projects, including testing of soils, concrete, masonry, asphalt and structural steel. Works under the supervision of senior or staff engineer. Performs field testing for Geotechnical Subsurface Investigations and Environmental projects.



## EXHIBIT D (continued)

**Education and Certification:** High School Diploma (or GED) and one or more of the following: ACI, ICC, AWS or NICET certification.<sup>1</sup>

**Minimum Experience:** 5 years.

**Title:** Environmental Technician

**Responsibilities:** Performs a variety of technical support tasks under the direction of the engineering staff. May include field operations assignments such as site investigations, collection of water and soil samples, collection of geo-coded data to be used in a project-specific GIS database, and field monitoring of environmental parameters. Works under the supervision of Engineer or Senior Engineering Technician.

**Education and Certification:** Bachelor's Degree in Engineering, or Environmental Science.

**Minimum Experience:** 3 years.

**Title:** Supervising Construction Engineer

**Responsibilities:** Provides general supervision of Construction Management staff members at all company locations. Develops and maintains standard procedures for construction engineering staff and assists in preparation and revision of construction inspection procedures, updating inspection reporting format and recordkeeping procedures, perform constructability reviews of in house design projects and serves as Quality Assurance (QA) Manager for implementing Corporate QA Plan on construction management/inspection projects.

**Education and Certification:** Master's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 15 years.

**Title:** Resident Engineer

**Responsibilities:** Provides onsite supervision of construction inspection staff as part of Construction Management projects. Other duties include contract administration, client liaison, coordination of subcontractor work, review and approval of progress payment estimates to contractor, reviews and processes contractor's change order requests, processes contractor's Request for Information (RFI's), chair and attend meetings with clients and contractor, provide coordination with other involved agencies and stakeholders, prepare and maintain daily diary, ensure project recordkeeping complies with agency requirements and oversees community outreach programs.

---

<sup>1</sup> Note: Tectonic requires a National Institute for Certification in Engineering Technologies (NICET) certification as one of the conditions for qualifying for several of our company's labor categories. This approach is consistent with government and industry practice. For example, the Federal Highway Administration (FHWA) specifies that a NICET Level III certification will satisfy the certification requirement for FHWA's "Construction Inspector III" labor category. Tectonic's standard commercial practice is consistent with this approach. At Tectonic, a person's attainment of NICET certification is a necessary but not sufficient achievement in order to qualify for certain labor categories. The NICET certification level itself, however, is not used as the title of the labor category.

## EXHIBIT D (continued)

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 12 years.

**Title:** Office Engineer

**Responsibilities:** As part of Construction Management projects, performs tasks that typically are best performed at the field site. Reports to the Resident Engineer (R.E.) and responsible for reviewing Inspection Reports (IRs) prepared by the field inspection staff; recording and inputting quantities for payment of Contractor's work into the Client's Vendor Payment Program; reviewing and processing Contractor's partial and final payments requisitions; setting up project files and maintaining records; processing Contractor submittals including RFI's, shop drawings, etc.; preparing meeting minutes for on-site progress meetings; preparing weekly and monthly progress reports and coordinating the preparation of final as-built plans.

**Education and Certification:** Bachelor's Degree in Engineering and NICET IV certification.

**Minimum Experience:** 6 years.

**Title:** Assistant Office Engineer

**Responsibilities:** As part of Construction Management projects, performs tasks that typically are best performed at the field site. Reports to the Office Engineer (OE) and assists OE duties including compiling Inspection Reports (IRs) prepared by the field inspection staff; recording and inputting quantities for payment of Contractor's work into the Client's Vendor Payment Program; reviewing and processing Contractor's partial and final payments requisitions; distribution meeting minutes for on-site progress meetings; preparing weekly and monthly progress reports and coordinating the preparation of final as-built plans.

**Education and Certification:** Bachelor's Degree in Engineering and NICET III certification.

**Minimum Experience:** 4 years.

**Title:** Survey Party Chief

**Responsibilities:** Responsible for managing the field survey crew. Oversees the field collection of survey data and performs stakeout of property limits. Supervises the construction layout of line and grade in the field for control of contractor's work. Prepares plats, survey maps, and cross sectional data. Researches recorded/filed survey maps, deeds, physical evidence, and other records to obtain data needed for surveys. Prepares supporting calculations for performance of field survey activities. On environmental projects, identifies, compiles, and geo-codes historical data for inclusion in GIS databases (e.g., historical land use data; historic deeds data); oversees field studies to gather geocoded data (e.g., to delineate wetlands boundaries in support of Environmental Consulting projects; identifies topographic details of importance to Storm-water

## EXHIBIT D (continued)

projects and other water resources projects; collects data using handheld GPS devices. Reports to Chief Surveyor.

**Education and Certification:** High School Diploma (or GED).

**Minimum Experience:** 5 years.

**Title:** Instrument Person

**Responsibilities:** Responsible for operating and reading surveying instruments, and handheld GPS units (e.g., for collection of geo-coded data for GIS projects). Assists Party Chief with collection of field data and field stakeouts for Construction Management, Environmental, Stormwater, and GIS projects.

**Education and Certification:** High School Diploma (or GED).

**Minimum Experience:** 1 year.

**TECTONIC**

Practical Solutions, Exceptional Service

# EXHIBIT E

CORPORATE OFFICE  
Mountainville, NY (800) 829-65318639 Mayland Drive, Suite 102  
Richmond, VA 23294(804) 217-8504 FAX: (804) 270-0593  
www.tectonicengineering.com

Mr. Joseph Trimarchi  
Director of Emergency Planning  
Nassau County Office of Emergency Management  
510 Grumman Road West  
Bethpage NY 11714

May 26, 2017

RE: Consulting Services for a CEMP Workshop Meeting  
PN 14-0803B (Rev. 1)

Dear Joe:

Tectonic is pleased to submit the following in accordance with your request to conduct a CEMP Workshop Meeting for Nassau County:

## Introduction

It is the intent of Nassau County to conduct a CEMP Workshop Meeting to introduce the new Comprehensive Emergency Operations Plan to County Stakeholders.

Edward F. Martella, PE, Vice President of Homeland Security and Public Safety Services, will be the Project Manager for these services. Mr. Martella can be reached at 804-334-0896. Mr. Martella worked closely with Nassau County to produce the recently CEMP for the County.

## Scope of Work

Tectonic will provide all services based on the following scope of work as outlined within this proposal:

- A. This is a two (2) hour presentation for up to 40 attendees to go through and review the basics behind the plan. There will be handouts and a mini- table top exercise in the last 15 minutes of the presentation.

## Fees

Tectonic will conduct the workshop in accordance with the Scope of Work for a Lump Sum Fee based upon the following as requested by Nassau OEM:

**Lump Sum Not to Exceed \$ 9,500.00**

All costs include travel expenses by Tectonic staff and printing of the documents. Additional costs for state taxes are not included and shall be added to the fee based upon the County's assessment. Fees are based on the following:

Hourly Rates for Tectonic Staff:

Project Executive Director - \$185.94 per hour  
Sr. Designer - \$88.71 per hour

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Schedule

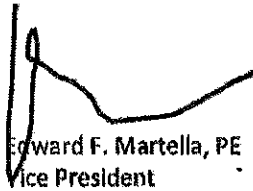
All services will be provided in accordance within the timeline outlined within the County's Request for Written Quotation.

Limitations

All cost for services are included in Scope of Work and Fees. Costs for meeting locations, lunches and other expenses not specifically listed within this quotation shall be the responsibility of the County.

Should you have any questions or desire additional information, please do not hesitate to contact me at 804-334-0896 (mobile). Again, thank you for your consideration of Tectonic.

Sincerely,  
**TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, P.C.**



Edward F. Martella, PE  
Vice President

Homeland Security and Public Safety Services

# EXHIBIT F



CORPORATE OFFICE  
Mountainville, NY (800) 829-6531

8639 Mayland Drive, Suite 102  
Richmond, VA 23294

(804) 217-8504 - FAX: (804) 270-0593  
www.tectonicengineering.com

Mr. Joseph Trimarchi  
Director of Emergency Planning  
Nassau County Office of Emergency Management  
510 Grumman Road West  
Bethpage NY 11714

May 26, 2017

RE: Consulting Services for a County Emergency Table Top Exercise  
PN 14-0803A (Rev. 1)

Dear Joe:

Tectonic is pleased to submit the following in accordance with your request to conduct a Table Top Exercise for Nassau County:

## Introduction

It is the intent of Nassau County to conduct a Table Top Exercise (TTX) to test the new Comprehensive Emergency Operations Plan. This proposal is based upon the completion of a CEMP Workshop Meeting to introduce County stakeholders to the new CEMP (Separate Proposal).

Edward F. Martella, PE, Vice President of Homeland Security and Public Safety Services, will be the Project Manager for these services. Mr. Martella can be reached at 804-334-0896. Mr. Martella worked closely with Nassau County to produce the recently CEMP for the County.

## Scope of Work

Tectonic will provide all services based on the following scope of work as outlined within this proposal:

- A. **Developing An Exercise Scenario** - Tectonic will develop an exercise presentation and appropriate injects for a radioactive dispersal device incident compatible to the jurisdictions resources, location, and capabilities. The exercise scenario will not be revealed until the exercise is conducted.

Tectonic will coordinate the scenario to include the following list of proposed participants within the exercise:

1. Emergency Medical Services
2. Health Department
3. Fire Departments
4. Law Enforcement
5. Public Information
6. Public Works
7. American Red Cross
8. County/City Administrative and Finance Departments
9. NICE Transit

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- B. **Facilitate a Table Top Exercise** – One four (4) hour Table Top Exercise for up to 40 attendees to further review and test the new CEMP. TTX scenarios will be based on Nassau County specific hazards with injections of non-hazard related issues and distractions during the course of the scenario.
- C. **Hot wash and After Action Review** – Tectonic will conduct a “hot wash” review directly after the exercise to debrief participants on general review of the exercise.

#### Fees

Tectonic will conduct the Table Top exercise in accordance with the Scope of Work for a Lump Sum Fee based upon the following as requested by Nassau DEM:

**Lump Sum Not to Exceed \$18,500.00**

All costs include travel expenses by Tectonic staff and printing of the documents. Additional costs for state taxes are not included and shall be added to the fee based upon the County’s assessment. Fees are based on the following:

Hourly Rates for Tectonic Staff:

Project Executive Director - \$185.94 per hour  
Sr. Designer - \$88.71 per hour

#### Schedule

All services will be provided in accordance within the timeline outlined within the County’s Request for Written Quotation.

#### Limitations

All cost for services are included in Scope of Work and Fees. Costs for meeting locations, lunches and other expenses not specifically listed within this quotation shall be the responsibility of the County.

Should you have any questions or desire additional information, please do not hesitate to contact me at 804-334-0896 (mobile). Again, thank you for your consideration of Tectonic.

Sincerely,

**TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, P.C.**

A handwritten signature in black ink, appearing to read "Edward F. Martella".

Edward F. Martella, PE  
Vice President  
Homeland Security and Public Safety Services

# EXHIBIT G



Edward P. Mangano  
County Executive

Craig J. Craft  
Commissioner

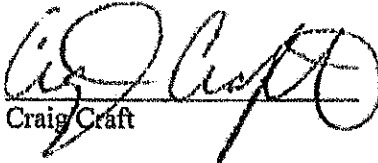
Office of the Comptroller  
240 Old Country Road  
Mineola, New York  
November 4, 2015

This letter serves to confirm that the following work performed under contract CQEM14000002 and invoiced under claim number VDEM15000010 has been completed properly and accepted by my department:

Task #5 - Finalize 2015 CEMP

-All documents have been received and reviewed by OEM staff and deemed acceptable. Final completed plan has been reviewed and accepted.

Sincerely,

  
Craig J. Craft



Contract ID#: CQEM14000002Department: EM

# E-245-14

SERVICE: Emergency Planning**Contract Details**NIFS ID #: CQEM14000002NIFS Entry Date: 10/8/2014Term: from (Effective Date)  
to (Effective Date + 2 years)

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 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 Tectonic Engineering & Surveying	Vendor ID# 141691128 01
Address 70 Pleasant Hill Rd., Mountainville, NY 10953	Contact Person Edward Martella
	Phone (804) 217-8504

County Department
Department Contact Thomas Delaney
Address 510 Grumman Road W. Bethpage, NY 11714
Phone 516-573-0636

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	10/8/14	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	10/14/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/14/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	10/16/14	<i>[Signature]</i>	
10/16/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	10/16/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	10/17/14	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	10/21/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/24/14	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg <input type="checkbox"/>	10/17/14	<i>[Signature]</i>	

Contract ID#: COEM14000002Department: EM

## Contract Summary

**Description:** Contract for professional emergency planning services. This will allow the Office of Emergency Management to comply with NYS mandates regarding Homeland Security grant recipients having current emergency plans in place.

**Purpose:** Without having current emergency plans in place, the County is at risk of losing millions of dollars in Federal Homeland Security grant awards. The purpose of this contract is to retain the services of an experienced, professional vendor to work with the Office of Emergency Management to develop and update emergency plans.

**Method of Procurement:** A Request for Proposals was published on the County bid board web site on June 18, 2014, coinciding with a public notification in Newsday. Forty (40) potential proposers requested copies of the RFP. Proposals were due on July 7, 2014. Six (6) proposals were received and evaluated.

**Procurement History:** None.

**Description of General Provisions:** The vendor will work with the Office of Emergency Management and specified stakeholders to create and/or revise County emergency plans. The funding provided will be used to revise the County's CEMP (Comprehensive Emergency Management Plan). The terms of this contract specify various milestones the vendor must achieve in order to receive progress payments. Additional services that may be required will be paid according to the vendors GSA rate schedule.

**Impact on Funding / Price Analysis:** One hundred percent (100%) grant funded by FEMA, pass through NYS Division of Homeland Security and Emergency Services, administered by Office of Emergency Management.

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted)

## Advisement Information

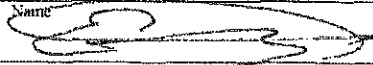

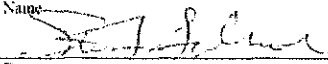
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Fund:	GRT
Control:	X3
Resp:	EMCU
Object:	DE500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal pass through NYS	\$ 82,400.00
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 82,400.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	EMGRTCUX3FED EMCU/X3 DE500	\$ 82,400.00
2		\$
3		\$
4	<i>G. Delaney 10/16/14</i>	\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 82,400.00</b>

Document Prepared By: Thomas DelaneyDate: 10/8/2014

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: <u>11/26/14</u>	Date: <u>11/26/14</u>	(For Office Use Only)
		E #:

E-245-14

RULES RESOLUTION NO. 241-2014

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 EMERGENCY MANAGEMENT AND  
TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 11-3-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Tectonic Engineering & Surveying Consultants P.C. to provide project  
management services including evaluation of the existing Comprehensive  
Emergency Management Plan and other related 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 authorize the County Executive to execute the said agreement  
with Tectonic Engineering & Surveying Consultants P.C.

RULES RESOLUTION NO. – 2014

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 EMERGENCY MANAGEMENT AND TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Tectonic Engineering & Surveying Consultants P.C. to provide project management services including evaluation of the existing Comprehensive Emergency Management Plan and other related 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 authorize the County Executive to execute the said agreement with Tectonic Engineering & Surveying Consultants P.C.

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:** Tectonic Engineering & Surveying

**CONTRACTOR ADDRESS:** 70 Pleasant Hill Rd., Mountainville, NY 10953

**FEDERAL TAX ID #:** 141691128

---

**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 6/18/2014. Potential proposers were made aware of the availability of the RFP by Newsday advertisement, County Bid Board. 40 potential proposers requested copies of the RFP. Proposals were due on July 7, 2014. 6 proposals were received and evaluated. The evaluation committee consisted of: Paul Wilders, Michael Krummenacker, Gerry Twombly, David Zatlin and Robert Fineo. 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.**

**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.

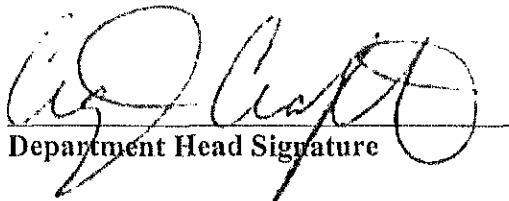
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

10/8/2014

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*

# CEMP Proposal Scoring Summary

G. Twombly					
	Part 1	Part 2	Part 3	Part 4	Total Score
All Hands Consulting	24.3	16	14.4	20.1	74.8
Good Harbor Techmark	4.2	5	6.6	6.3	22.1
Strategic Planning Partners	9.9	9.6	9.2	0	28.7
Tectonic	30	16	16.2	26.4	88.6
Tetra Tech	18.6	13.4	9.2	21.9	63.1
Witt O'Brien's	23.1	14.4	14.4	13.5	65.4

P. Wilders					
	Part 1	Part 2	Part 3	Part 4	Total Score
All Hands Consulting	30	20	20	16.5	86.5
Good Harbor Techmark	17.4	9.4	10	16.5	53.3
Strategic Planning Partners	25.8	16	18.2	9.9	69.9
Tectonic	25.8	20	17.8	30	93.6
Tetra Tech	30	20	20	21.9	91.9
Witt O'Brien's	30	20	20	23.7	93.7

M. Krummenacker					
	Part 1	Part 2	Part 3	Part 4	Total Score
All Hands Consulting	28.5	18.4	20	16.5	83.4
Good Harbor Techmark	0	0	0	0	0
Strategic Planning Partners	23.1	16	16.4	9.9	65.4
Tectonic	30	20	17.8	30	97.8
Tetra Tech	30	20	20	23.7	93.7
Witt O'Brien's	30	20	20	30	100

R. Fineo					
	Part 1	Part 2	Part 3	Part 4	Total Score
All Hands Consulting	30	20	20	21.9	91.9
Good Harbor Techmark	15.9	4.8	4.2	16.5	41.4
Strategic Planning Partners	20.1	3.8	2.6	3.6	42
Tectonic	25.8	18.4	15	30	89.2
Tetra Tech	30	20	16	17.1	83.1
Witt O'Brien's	30	20	20	23.7	93.7

D. Zatlín					
	Part 1	Part 2	Part 3	Part 4	Total Score
All Hands Consulting	30	20	20	22.8	92.8
Good Harbor Techmark	9.9	12.2	11	26.4	59.5
Strategic Planning Partners	30	13.4	17.8	1.8	63
Tectonic	30	20	13.8	22.8	86.6
Tetra Tech	30	20	20	13.5	83.5
Witt O'Brien's	30	20	20	30	100

Overall			
	Total	Avg	Rank
All Hands Consulting	429.4	85.88	3
Good Harbor Techmark	176.3	35.26	6
Strategic Planning Partners	269	53.8	5
Tectonic	455.8	91.16	1
Tetra Tech	415.3	83.06	4
Witt O'Brien's	452.8	90.56	2

Costs	
Tectonic	\$ 82,400.00
All Hands Consulting	\$ 124,600.00
Good Harbor Techmark	\$ 134,872.00
Witt O'Brien's	\$ 157,872.00
Tetra Tech	\$ 174,899.11
Strategic Planning Partners	\$ 316,200.00



Department: EM

REQUEST TO INITIATE:  
☒ Request For Proposal ☐ Request for Qualifications

## I. Department Request

Service Requested: Contract with vendor to provide subject matter experts to work with OBM staff revising Nassau County's existing Comprehensive Emergency Management Plan (CEMP).		
Justification: The County's current plan is out of date and needs to be revised and incorporate information derived from SuperStorm Sandy.		
Estimated Expense Range: 100,000 - 150,000	Orig. Date: 6/12/2014	Date RFP Due: 7/7/2014

## II. Approvals

Department Head Approval:

☐ Yes ☐ No

DCE for Finance Approval:

☒ Yes ☐ No

Chief DCE Approval:

☒ Yes ☐ NoDate 4/22/2014Date 4/23/14Date 4/30/14

## III. Response Summary

Vendor Name	Proposal Requested	Vendor Response		Quote	Proposal Rating
		Date Proposal Received	No Response		
1. Tectonic Engineering	<input checked="" type="checkbox"/>	7/7/2014	<input type="checkbox"/>	\$82,400	1
2. Witt O'Brien	<input checked="" type="checkbox"/>	7/7/2014	<input type="checkbox"/>	\$157,872	2
3. All Hands Consulting	<input checked="" type="checkbox"/>	7/7/2014	<input type="checkbox"/>	\$134,600	3
4. Tetra Tech	<input checked="" type="checkbox"/>	7/7/2014	<input type="checkbox"/>	\$174,899	4
5. Strategic Planning Partners	<input checked="" type="checkbox"/>	7/7/2014	<input type="checkbox"/>	\$316,200	5
6. Good Harbor Techmark	<input checked="" type="checkbox"/>	7/7/2014	<input type="checkbox"/>	\$134,872	6
7.	<input type="checkbox"/>		<input type="checkbox"/>	\$	
8.	<input type="checkbox"/>		<input type="checkbox"/>	\$	

## Recommendation

Contract #: CQEM14000002	Vendor Name: Tectonic Engineering
Recommendation of Award: Tectonic Engineering.	
Justification: Tectonic Engineering was the lowest responsible bidder.	

Chief DCE Approval:

☒ Yes ☐ No

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date that the Agreement is executed by Nassau County (the "Effective Date"), (together with the schedules, appendices, attachments and exhibit, in 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 for and on behalf of the County Office of Emergency Management, having its principal office at 510 Grumman Road West, Bethpage, New York 11714 (the "Department"), and (ii) **Tectonic Engineering & Surveying Consultants P.C.**, a corporation authorized to do business in the State of New York, having its principal office at 70 Pleasant Hill Road, Mountainville, New York 10953 (the "Contractor").

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

WHEREAS, the County issued a request for proposal (RFP) no. EM0613-1416 on June 18, 2014 to obtain professional emergency planning services wherein the Contractor will evaluate the County's existing Comprehensive Emergency Management Plan (the "Plan") and, working in conjunction with the Department and stakeholders identified by the Department, update the Plan ensuring compliance with County, State and Federal requirements related to emergency planning;

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

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

WHEREAS the County receives federal grant pass through funding from the New York State Division of Homeland Security and Emergency Services (DHSES) for the Services provided under this Agreement;

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

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

1. Term. This Agreement shall commence upon the Effective Date and terminate two (2) years after the Effective Date, unless sooner terminated in accordance with the provisions of this Agreement. The County may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods for a total term of four (4) years.

2. Services. (a) The services ("Services") to be provided by the Contractor shall consist of the following:

Task 1: Provide Project Management

- (i) Develop a realistic project management timeline showing dates with significant project milestones, culminating with the plan completion and turnover to the County. The timeline will be delivered to the OEM point of contact after the vendor initially meets with OEM but prior to the General Kickoff meeting.
- (ii) Develop a process of collaboration to include input from key stakeholders within the Nassau County Emergency Management and Response Community.
- (iii) Conduct a General Project Kickoff Meeting with key stakeholders, agencies, and departments within the County. As part of the Project Kickoff Meeting, conduct a hazard assessment with attendees. The hazard assessment can be accomplished using a customer supplied HAZNY program or other mutually agreeable software package designed for assessment.
- (iv) Schedule interviews with key stakeholders as needed; meetings must take place in Nassau County, NY.
- (v) Facilitate additional planning and stakeholder meetings as needed; meetings must take place in Nassau County, NY.
- (vi) Provide documentation to the County to be uploaded to the Nassau County government website to facilitate document sharing, collaboration, and editing.
- (vii) Provide and exercise professional, administrative, editorial, financial, and quality control practices.
- (viii) Deliver monthly updates to the OEM point of contact in writing and via teleconference on dates and times to be mutually agreed upon.

Task 2: Evaluate Current Plan and Provide Recommendations

- (i) Evaluate the existing CEMP in consideration. This will include but not be limited to Nassau County's geographic location, population, risks, unique needs and current resources.
- (ii) Assess current plan for compliance with local, state, and federal guidelines.
- (iii) Evaluate existing plan format relative to the "Empire County CEMP Template" provided by the New York State Office of Emergency Management.
- (iv) Evaluate the current Plan and all Annexes for depth of coverage and necessity.

- (v) Provide a summary "Review and Recommendations Report" with findings and recommendations on the content, format, and any additional Annexes, where needed.

Task 3: Update Existing Plan and Annexes

- (i) Implement approved recommendations to the CEMP as outlined in the "Review and Recommendations Report".
- (ii) Verify plan elements with relevant stakeholders and have them vetted by subject matter experts.
- (iii) Provide Draft copies of the revised plan and annexes for review and inclusion in the 2015 CEMP Final Draft.

Task 4: Develop Additional Annexes

- (i) Develop up to four approved additional Annexes from those outlined in the "Review and Recommendations Report".
- (ii) Conduct and facilitate at least two in-person stakeholder meetings for each new Annex; all meetings must be held in Nassau County.
- (iii) Conduct qualitative interviews with key stakeholders as needed.
- (iv) Provide draft copies of each annex for review and inclusion in the 2015 CEMP Final Draft.

Task 5: Finalize 2015 CEMP

- (i) Compile the Updated CEMP and all Annexes into the 2015 CEMP Final Draft.
- (ii) Present 2015 CEMP Final Draft to the Nassau County Office of Emergency Management for review, potential corrections/edits, and final approval.
- (iii) Provide a 2015 CEMP Final Draft review and discussion at the completion of the planning process to profile the plan with all stakeholders.
- (iv) Provide a completed and finalized 2015 CEMP (One original hard-bound copy along with one unlocked digital copy and fifteen digital read-only copies on CD-ROM in Microsoft Word format) no later than one (1) year after the Actual Contract Start Date.

Task 6: Additional Planning, Training, or Exercises – As Needed

- (i) Apply knowledge and lessons learned during the planning process to recommend additional planning, training, or exercises.
- (ii) Submit quotes in response to additional service requests from the Nassau County Office of Emergency Management. Quotes shall be based on pricing utilizing the Contractors GSA approved pricing schedule, including all applicable discounts, attached as Exhibit B.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed **Eighty Two Thousand Four Hundred Dollars (\$82,400.00)** payable on a fixed price milestone basis in accordance with the payment

schedule attached hereto and incorporated herein as Exhibit A. The Contractor shall submit invoices to the County upon the achievement of the milestones provided for in Exhibit A. This amount is inclusive of all expenses and all other costs incidental to the services to be provided by the Contractor under this Agreement, including, without limitation, travel.

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

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

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

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

4. Right to Works. Upon execution of this Agreement, any reports, documents, data, and/or any other material or information provided by the County or compiled or produced by the Contractor pursuant to this Agreement, including the Plan, and any and all drafts and/or other preliminary materials in any format related to such items, shall remain or become the exclusive property of the County.

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

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

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached hereto 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.

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 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 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, provided however, that the Contractor shall not be responsible for that portion, if any, that is caused by the negligence of the County.

(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 one million dollars (\$1,000,000.00) per occurrence; (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) Convenience Termination. In the event of a Convenience Termination, the County will reimburse the Contractor all allowable costs incurred prior to the Contractor's receipt of the Termination Notice, for which costs Contractor can provide the County with reasonable supporting documentation and for which the Contractor has not received prior reimbursement or payment.

(c) 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.

(d) 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.

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 Mr. Michael Arcari, at the principal address listed above for Contractor.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms

and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **Two Hundred Sixty Six Dollars (\$266.00)** 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).

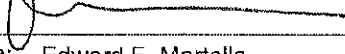
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from 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.


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

TECTONIC ENGINEERING & SURVEYING  
CONSULTANTS P.C.

By:   
Name: Edward F. Martella  
Title: Vice President  
Date: 10/3/14

NASSAU COUNTY

By:   
Name: Richard D. Wells  
Title: County Executive  
Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF Virginia )  
 )ss.:  
COUNTY OF Henrico )

On the 3rd day of October in the year 20 14 before me personally came Edward F. Martella to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Henrico; that he or she is the Vice President of Tectonic Engineering, 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 Joyce Williams*

MARY JOYCE WILLIAMS  
NOTARY PUBLIC  
REGISTRATION # 7578772  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
MARCH 31, 2017

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

On the 9 day of December in the year 20 14 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01903254029  
Qualified in Nassau County  
Commission Expires April 02, 2016

# EXHIBIT A

## PAYMENT SCHEDULE

Nassau County CEMP Update	Total
Completion of Task 1 and Task 2:	\$20,000.00
Completion of Task 3:	\$20,000.00
Completion of Task 4:	\$20,000.00
Completion of Task 5:	\$22,400.00
Total of all payments:	\$82,400.00

### Estimated Project time-line

Completion of:	
Task 1	April 30, 2015
Task 2	July 31, 2015
Task 3	September 30, 2015
Task 4	December 31, 2015
Task 5	April 30, 2016

## EXHIBIT B

## Tectonic Engineering GSA Contract No. GS00F015BA

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO. GS00F015BA		3. AWARD/EFFECTIVE DATE 12 Sep 2014		4. ORDER NUMBER		5. SOLICITATION NUMBER FCO00CORP0000C -- REFRESH #17	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GSA, MANAGEMENT SERVICES CTR		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY  GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN, WA, 98001		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO ORDERING AGENCY		CODE		16. ADMINISTERED BY SEE BLOCK 9		CODE	
17a. CONTRACTOR/OFFEROR TECTONIC ENGINEERING & SURVEYING CONSULTANTS 70 PLEASANT HILL RD MOUNTAINVILLE, NY, 109530000 DUNS Number :184603124 TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY PCORDERING AGENCY	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Consolidated Solicitation						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR  Donald A. Sharla TECTONIC ENGINEERING & SURVEYING CONSULTANTS PO on 09/09/2014				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Yvonne J. Galas GSA/FSS on 09/09/2014			
30b. NAME AND TITLE OF SIGNER (Type or print) See Above		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) See Above		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)  
Prescribed by GSA - FAR (48 CFR) 53.212

## EXHIBIT B (continued)

SF1449 CONTINUATION SHEET

Page 1A

Tectonic Engineering & Surveying Consultants, 70 Pleasant Hill Road, P.O. Box 37, Mountainville, NY 10953 0037

Contract Number: (See Block 2 on SF1449)

Contract Period: (See Block 3 on SF1449), effective through five years

Tectonic Engineering & Surveying Consultants final proposal revision letter dated 8/8/2014 and related documents are incorporated and made part of this contract.

- Pursuant to FAR Clause 52.219-9, Tectonic Engineering & Surveying Consultants Small Business Subcontracting Plan dated 9/4/2013, approved by Yvonne J. Salas, Contracting Officer, 9/24/2013 is incorporated into this contract.
- Tectonic Engineering & Surveying Consultants agrees to incorporate clause CP-FSS-2 Significant Changes for Consolidated Schedule Refresh 18 into this contract (see Significant Changes below)

Tectonic Engineering & Surveying Consultants final awarded labor categories and prices are listed below (position descriptions follow below). The final awarded prices include the required .75% Industrial Funding Fee (IFF).

Item	SIN	Awarded Labor Category	Min Edu	Min Exp	Site	Year 1
1	C871-7; C871-210; C899-1; C899-7	Project Executive Director	Masters	20	Contractor	\$185.94
2	C871-7; C871-210; C899-1; C899-7	Project Manager II	Masters	12	Contractor	\$174.25
3	C871-7; C871-210; C899-1; C899-7	Project Manager I	Bachelors	7	Contractor	\$132.95
4	C871-7; C871-210; C899-1	Engineer - Specialist II	Masters	10	Contractor	\$160.65
5	C871-7; C871-210; C899-1	Engineer - Specialist I	Masters	5	Contractor	\$130.03
6	C871-7	Senior Engineer	Bachelors	12	Contractor	\$129.68
7	C871-7	Staff Engineer	Bachelors	3	Contractor	\$92.27
8	C871-7	Project Engineer	Bachelors	7	Contractor	\$120.83
9	C871-7	Sr. Designer	Bachelors	10	Contractor	\$88.71
10	C871-7; C871-210; C899-1	Senior Engineering Technician***	High School	5	Contractor	\$69.42
11	C871-7; C871-210; C899-1; C899-7	Environmental Technician***	Bachelors	3	Contractor	\$71.01
12	C871-7	Supervising Construction	Masters	15	Contractor	\$156.02



## EXHIBIT B (continued)

		Engineer				
13	C871-7	Resident Engineer	Bachelors	12	Contractor	\$137.02
14	C871-7; C899-1	Office Engineer	Bachelors	6	Contractor	\$107.41
15	C871-7	Assistant Office Engineer	Bachelors	4	Contractor	\$94.78
16	C871-7; C871-210; C899-1; C899-7	Survey Party Chief***	High School	5	Contractor	\$88.76
17	C871-7; C871-210; C899-1; C899-7	Instrument Person***	High School	1	Contractor	\$73.31

**Service Contract Act:** The Service Contract Act (SCA) is applicable to this contract and it includes SCA eligible labor categories. The prices for the cited SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix below. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly.

SCA Eligible Labor Category	SCA Equivalent Code Title	Wage Determination No
Senior Engineering Technician	30040 Civil Engineering Technician	2005-2379 Revision 12
Environmental Technician	30090 Environmental Technician	2005-2379 Revision 12
Survey Party Chief	99830 Survey Party Chief (Chief of Party)	2005-2379 Revision 12
Instrument Person	99832 Surveying Technician (Instrument Person)	2005-2379 Revision 12

**Discounts:** Tectonic Engineering & Surveying Consultants submitted pricing based on its commercial market prices effective 8/8/2014. The Government prices, excluding the required .75% IFF, terms and conditions are better than those sold to its most favored customer(s), "See Attachment 1 - Proposal PriceList (PPL) spreadsheet attached to this SF 1449." The MFC(s) receive discounts ranging from 5% to 22.8% off Tectonic Engineering & Surveying Consultants commercial market prices. Tectonic Engineering & Surveying Consultants is offering GSA prices (excluding the required .75% IFF) that are discounted from 7.3% to 30.6% off Tectonic Engineering & Surveying Consultants commercial market prices.

**Basis of Award:** In accordance with clause 552.238-75 Price Reductions, "All commercial customers who receive 0% discounts off of Tectonic Engineering & Surveying Consultants PC's commercial market prices and Tectonics' Most Favored Customers, who receive the discounts identified on the Proposed Price List (PPL) spreadsheet, labeled as Attachment 1, contained in its Final Proposal Revisions" and as attached to this SF 1449, are the basis of award (BOA) customers. GSA prices excluding the required .75% IFF are at least 2.1% less than the prices offered/sold to the MFC/BOA.

**Economic price adjustments (EPA):** EPA will be in accordance with clause I-FSS-969 Economic Price Adjustment-FSS Multiple Award Schedules (b)(2). Adjustments based on a market indicator have been awarded. The awarded market indicator is The Bureau of Labor Statistics Employment Cost Index (ECI), Table 5: Compensation - Not Seasonally Adjusted - Employment Cost Index for Total Compensation, for Private Industry Workers, by Occupational Group and Industry, for Occupational Group: "Professional,

## EXHIBIT B (continued)

scientific, and technical services." Price adjustments are not automatic and must be completed by a contract modification.

### SIN(s) / Recovery SIN(s) Awarded:

SIN	Recovery	SIN Description
C871 7	C871 7RC	Construction Management and Engineering Consulting Services Related to Real Property
C871 210	C871 210RC	Water Conservation Services
C899 7	C899 7RC	Geographic Information Systems (GIS) Services
C899 1	C899 1RC	Environmental Consulting Services

Maximum Order: \$1,000,000.00

Minimum Order: \$100.00

Prompt Payment Discount: Net 30 days

Quantity Discount: Three types of Quantity Discounts are available and shown below:

1.5% discount for any individual task order within \$250,000 - \$500,000

2.5% discount for any individual task order that exceeds \$500,000

If a task order is initially in an amount less than \$250,000, but is subsequently amended to exceed that amount, Tectonic will apply the appropriate Quantity Discount starting in the first full month after which the amendment takes place. Tectonic will not apply the Quantity Discount retroactively. Only one Quantity Discount (either 1.5% or 2.5%) will apply at any time; these discounts are not additive.

Geographic Coverage: FOB Destination, Domestic only delivery, with the exact time to be specified on individual Delivery/Task Orders.

Licensing fees: If any, are to be negotiated between the contractor and the individual customer agencies.

Tectonic Engineering & Surveying Consultants possesses an adequate and auditable labor hour recording and invoicing system capable of fully supporting labor hour invoices; therefore, the firm is approved to accept both Labor-Hour and Firm-Fixed-Price Delivery/Task Orders from authorized agencies under this contract

PLEASE NOTE: Pursuant to Clause 552.238-74, the Contractor must report the quarterly dollar value of sales under the contract by calendar quarter on electronic GSA Form 72A, Contractor's Report of Sales, to the FSS Vendor Support Center (VSC) Website at Internet, <http://VSC.gsa.gov>. If no sales occur, the contractor must show zero on the report.

PLEASE NOTE: Pursuant to Clause 552.243-72, Modifications, additional instructions on modification submissions can be found at "[www.gsa.gov/Consolidated](http://www.gsa.gov/Consolidated)" by clicking on "Modification Instructions." Schedule contractors are expected to read the modification instructions in their entirety before submitting any requests to modify their Schedule contract. The instructions outline the information that must be submitted in order to avoid the rejection of a modification request. GSA will only consider modification requests from contractors who are in compliance with the terms and conditions of their contract. Prior to submitting a modification request, a Schedule contractor must ensure that its GSA Advantage text file and catalog file, CCR and ORCA registrations are current and accurate and all mandatory mass modifications have been accepted. GSA will only accept modification requests submitted via the eMod website, which is located at <http://www.eoffer.gsa.gov/>.

## EXHIBIT B (continued)

**READ CONTRACT CAREFULLY:** This award covers indefinite quantities of products and/or services. No performance or delivery is required until order(s) are received. This contract shall only be used for the services listed (see Scope of Work). Inappropriate use of the contract for other than Consolidated Services may subject the contractor/customer agency to penalties provided by statute or regulation.

### SIGNIFICANT CHANGES

#### **CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)**

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

The deleted regulation(s) from previous refresh are listed below

Number Title Clause/Provision

52.247-64 - PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003) - Clause

552.243-72 - MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATION I - SEP 2010) - Clause

SCP-FSS-001 - GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (FEB 2012) (ALTERNATE I -- DEC 2010) - Provision

SCP-FSS-002 - SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS (FEB 2012) (ALTERNATE I -- DEC 2010) - Provision

52.232-99 - PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012) - Clause

The added regulation(s) in new refresh are listed below

Number Title Clause/Provision

52.222-17 - NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013) - Clause

52.203-17 - CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) - Clause

52.204-15 - SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014) - Clause

52.232-40 - PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) - Clause

SCP-FSS-001 - INSTRUCTIONS APPLICABLE TO ALL OFFERORS (MAR 2014) - Provision

SCP-FSS-002 - SPECIFIC PROPOSAL INSTRUCTIONS FOR SERVICES (MAR 2014) - Provision

SCP-FSS-003 - SPECIFIC PROPOSAL INSTRUCTIONS FOR PRODUCTS (MAR 2014) - Provision

552.238-81 - MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (APR 2014) (ALTERNATE I -- APR 2014) - Clause

The updated regulation(s) in new refresh are listed below

Number Title Clause/Provision

52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013) - Clause

1-FSS-600 - CONTRACT PRICE LISTS (OCT 2013) - Clause

52.232-34 - PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007) - Clause

C1-FSS-151 - ADDITIONAL EVALUATION FACTORS FOR AWARD (MAR 2014) - Clause

52.232-36 - PAYMENT BY THIRD PARTY (JUL 2013) (DEVIATION I -- MAY 2003) - Clause

52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013) - Clause

52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) (ALTERNATE II -- OCT 2001) - Clause

52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013) - Clause

52.209-7 - INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) - Provision

52.209-9 - UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) - Clause

52.212-1 - INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) - Provision

52.212-4 - CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) (DEVIATION I -- FEB 2007) - Clause

52.202-1 - DEFINITIONS (NOV 2013) - Clause

52.219-29 - NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (JUL 2013) - Clause

52.219-30 - NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (JUL 2013) - Clause

52.222-19 - CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) - Clause

52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) - Clause

52.212-4 - CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2013) (ALTERNATE I -- AUG 2012) (DEVIATION I -- FEB 2007) - Clause

52.204-10 - REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) - Clause

52.222-54 - EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) - Clause

52.223-2 - AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013) - Clause

52.225-5 - TRADE AGREEMENTS (NOV 2013) - Clause

52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 2013) - Provision

## EXHIBIT B *(continued)*

52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --  
COMMERCIAL ITEMS (JAN 2014) (ALTERNATE II -- NOV 2013) - Clause

### Position Descriptions

#### Title: Project Executive Director

**Responsibilities:** Oversees all aspects of work performed under the contract and has primary responsibility for financial management of the contract. Ensures that Task Orders are assigned to appropriate Task Order managers and staff, and that work is completed in accordance with the requirements of the contract and the respective Task Orders. Responsible for serving as the primary point of contact with the client, handling contractual matters, preparing project status reports, reviewing and approving all deliverables prior to submission, and supervising the work of all project staff.

**Education and Certification:** Master's Degree in Architecture, Engineering, or Construction Management with registration as either Registered Architect (R.A.) or Professional Engineer (P.E.)

**Minimum Experience:** 20 years.

#### Title: Project Manager II

**Responsibilities:** Duties include directing large and/or complex projects, client contact, determining staffing requirements for contracts, contract negotiations with client, assignment of staff, chairing staff meetings, business development, financial management and budget preparation. Plans work activities as necessary to meet project schedule and timeline. Plans, conducts, and supervises projects of major significance, necessitating knowledge and the ability to originate and apply new and unique methods and procedures. Provides technical advice and counsel to other professionals. Has day-to-day responsibility for activities of the project team. Serves as Quality Assurance (QA) Manager for implementing Corporate QA Plan on project. Reports to Project Executive.

**Education and Certification:** Master's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 12 years.

#### Title: Project Manager I

**Responsibilities:** Duties include directing medium projects, or for several smaller projects, client contact, determining staffing requirements for contracts, contract negotiations with client, assignment of staff, chairing staff meetings, business development, financial management and budget preparation. Plans work activities as necessary to meet project schedule and timeline. Plans, conducts, and supervises projects of major significance, necessitating knowledge and the ability to originate and apply new and unique methods and procedures. Has day-to-day responsibility for activities of the project team. Serves as Quality Assurance (QA) Manager for implementing Corporate QA Plan on project. Reports to Sr. Project Management II.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

## EXHIBIT B *(continued)*

**Minimum Experience:** 7 years.

**Title:** Engineer - Specialist II

**Responsibilities:** Provide technical management and direction for medium to large size projects. Applies advanced knowledge in at least one of the following specialty areas: Civil Engineering, Geotechnical Engineering; Structural Design & Analysis; Storm-water Management; Water & Wastewater; Transportation Planning; Environmental & Regulatory Permitting; Construction Management

**Education and Certification:** Master's Degree in Engineering, Architecture or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 10 years.

**Title:** Engineer - Specialist I

**Responsibilities:** Provide technical management and direction for small or medium projects or portions of a larger effort. Applies intermediate level of expertise in at least one of the following specialty areas: Civil Engineering, Geotechnical Engineering; Structural Design & Analysis; Storm-water Management; Water & Wastewater; Transportation Planning; Environmental & Regulatory Permitting; Construction Management

**Education and Certification:** Master's Degree in Engineering, Architecture or Construction Management with registration as an Engineer in Training (E.I.T.)

**Minimum Experience:** 5 years.

**Title:** Senior Engineer

**Responsibilities:** Works in support of project manager and project engineer. Carries out technical assignments associated with projects. Provides technical leadership on Construction Management projects, and projects addressing environmental issues or water resources. Responsible for coordinating specific technical tasks within scope of project with other disciplines and supervises preparation of technical documents, such as reviews performed on Construction Management projects, or preparation of infrastructure and site development plans. Performs engineering analysis and reviews the work prepared by staff. Checks design calculations and estimates and develops feasible concept design alternatives. Translates technical guidance received from supervisors into usable data applicable to the particular assignment. Coordinates the activities of junior staff or associates. Checks data for accuracy.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 12 years.

**Title:** Staff Engineer

**Responsibilities:** Works in support of senior engineer. Carries out technical assignments associated with projects. Performs engineering concept design and analysis required for the preparation of plans, specifications and cost estimates for Construction Management projects, and projects that include buildings,

## EXHIBIT B *(continued)*

infrastructure and site development. Prepares concept design calculations. Performs analysis of data required for concept design development. Performs CADD design and/or oversees the preparation of CADD drawings prepared by Designer/Drafter. Works under the supervision of Project or Senior Engineer.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as an Engineer in Training (E.I.T.).

**Minimum Experience:** 3 years.

**Title:** Project Engineer

**Responsibilities:** Supports Project Manager for preparation of plans, specifications, cost estimates and reports for Construction Management projects and building and site development work. Provides technical expertise in the preparation of engineering concept designs. Supervises technical staff in performance of engineering analysis and plan preparation. Estimates manpower needs and schedules work to meet completion dates. Directs, provides assistance, reviews progress and evaluates results, makes changes in methods, concept design, equipment and materials where necessary.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 7 years.

**Title:** Sr. Designer

**Responsibilities:** Applies engineering, architecture or technical techniques and analyses under the direction of senior staff to support Construction Management building and site development projects.

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, Environmental Studies, or Construction Management.

**Minimum Experience:** 10 years.

**Title:** Senior Engineering Technician

**Responsibilities:** Performs a variety of technical support tasks under the direction of the engineering staff. Performs basic duties including scanning, digitizing (e.g., in support of the development of project-specific GIS databases), and computer-aided drafting (CADD), and helps oversee the performance of similar duties by more junior technicians. Compiles and summarizes data. Extracts engineering data from various prescribed sources. Performs basic calculations. Performs field testing relative to Quality Assurance/Quality Control (QA/QC) for Construction Management projects, including testing of soils, concrete, masonry, asphalt and structural steel. Works under the supervision of senior or staff engineer. Performs field testing for Geotechnical Subsurface Investigations and Environmental projects.

## EXHIBIT B *(continued)*

**Education and Certification:** High School Diploma (or GED) and one or more of the following: ACI, ICC, AWS or NICET certification.<sup>1</sup>

**Minimum Experience:** 5 years.

**Title:** Environmental Technician

**Responsibilities:** Performs a variety of technical support tasks under the direction of the engineering staff. May include field operations assignments such as site investigations, collection of water and soil samples, collection of geo-coded data to be used in a project-specific GIS database, and field monitoring of environmental parameters. Works under the supervision of Engineer or Senior Engineering Technician.

**Education and Certification:** Bachelor's Degree in Engineering, or Environmental Science.

**Minimum Experience:** 3 years.

**Title:** Supervising Construction Engineer

**Responsibilities:** Provides general supervision of Construction Management staff members at all company locations. Develops and maintains standard procedures for construction engineering staff and assists in preparation and revision of construction inspection procedures, updating inspection reporting format and recordkeeping procedures, perform constructability reviews of in house design projects and serves as Quality Assurance (QA) Manager for implementing Corporate QA Plan on construction management/inspection projects.

**Education and Certification:** Master's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 15 years.

**Title:** Resident Engineer

**Responsibilities:** Provides onsite supervision of construction inspection staff as part of Construction Management projects. Other duties include contract administration, client liaison, coordination of subcontractor work, review and approval of progress payment estimates to contractor, reviews and processes contractor's change order requests, processes contractor's Request for Information (RFI's), chair and attend meetings with clients and contractor, provide coordination with other involved agencies and stakeholders, prepare and maintain daily diary, ensure project recordkeeping complies with agency requirements and oversees community outreach programs.

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<sup>1</sup> Note: Tectonic requires a National Institute for Certification in Engineering Technologies (NICET) certification as one of the conditions for qualifying for several of our company's labor categories. This approach is consistent with government and industry practice. For example, the Federal Highway Administration (FHWA) specifies that a NICET Level III certification will satisfy the certification requirement for FHWA's "Construction Inspector III" labor category. Tectonic's standard commercial practice is consistent with this approach. At Tectonic, a person's attainment of NICET certification is a necessary but not sufficient achievement in order to qualify for certain labor categories. The NICET certification level itself, however, is not used as the title of the labor category.

## EXHIBIT B *(continued)*

**Education and Certification:** Bachelor's Degree in Architecture, Engineering, or Construction Management with registration as either an R.A. or P.E.

**Minimum Experience:** 12 years.

**Title:** Office Engineer

**Responsibilities:** As part of Construction Management projects, performs tasks that typically are best performed at the field site. Reports to the Resident Engineer (R.E.) and responsible for reviewing Inspection Reports (IRs) prepared by the field inspection staff; recording and inputting quantities for payment of Contractor's work into the Client's Vendor Payment Program; reviewing and processing Contractor's partial and final payments requisitions; setting up project files and maintaining records; processing Contractor submittals including RFI's, shop drawings, etc.; preparing meeting minutes for on-site progress meetings; preparing weekly and monthly progress reports and coordinating the preparation of final as-built plans.

**Education and Certification:** Bachelor's Degree in Engineering and NICET IV certification.

**Minimum Experience:** 6 years.

**Title:** Assistant Office Engineer

**Responsibilities:** As part of Construction Management projects, performs tasks that typically are best performed at the field site. Reports to the Office Engineer (OE) and assists OE duties including compiling Inspection Reports (IRs) prepared by the field inspection staff; recording and inputting quantities for payment of Contractor's work into the Client's Vendor Payment Program; reviewing and processing Contractor's partial and final payments requisitions; distribution meeting minutes for on-site progress meetings; preparing weekly and monthly progress reports and coordinating the preparation of final as-built plans.

**Education and Certification:** Bachelor's Degree in Engineering and NICET III certification.

**Minimum Experience:** 4 years.

**Title:** Survey Party Chief

**Responsibilities:** Responsible for managing the field survey crew. Oversees the field collection of survey data and performs stakeout of property limits. Supervises the construction layout of line and grade in the field for control of contractor's work. Prepares plats, survey maps, and cross sectional data. Researches recorded/filed survey maps, deeds, physical evidence, and other records to obtain data needed for surveys. Prepares supporting calculations for performance of field survey activities. On environmental projects, identifies, compiles, and geo-codes historical data for inclusion in GIS databases (e.g., historical land use data; historic deeds data); oversees field studies to gather geocoded data (e.g., to delineate wetlands boundaries in support of Environmental Consulting projects; identifies topographic details of importance to Storm-water



## EXHIBIT B *(continued)*

projects and other water resources projects; collects data using handheld GPS devices. Reports to Chief Surveyor.

**Education and Certification:** High School Diploma (or GED).

**Minimum Experience:** 5 years.

Title: Instrument Person

**Responsibilities:** Responsible for operating and reading surveying instruments, and handheld GPS units (e.g., for collection of geo-coded data for GIS projects). Assists Party Chief with collection of field data and field stakeouts for Construction Management, Environmental, Stormwater, and GIS projects.

**Education and Certification:** High School Diploma (or GED).

**Minimum Experience:** 1 year.

## **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:

1) 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.

2) 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.

3) 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 1), 2) and 3) 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 1), 2) and 3) 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 1), 2) and 3) shall be so limited.

The Contractor shall include provisions 1), 2) and 3) 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:

1.) 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.

- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- 9) 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

## Appendix L

### Certificate of Compliance

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

1. The chief executive officer of Contractor is:  
Donald A. Benvie, P.E.  
Tectonic Engineering & Surveying Consultants PC (Name)  
P.O. Box 37, 70 Pleasant Hill Rd.  
Mountainville, NY 10953 (Address)  
  
\_\_\_\_ (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 X 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:

RE: OSHA - Please see attached explanation of citations and resolutions, which were noted during an inspection of our laboratory workplace. All violations were abated to the satisfaction of OSHA, and the U.S. Department of Labor.



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

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

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

10/1/14

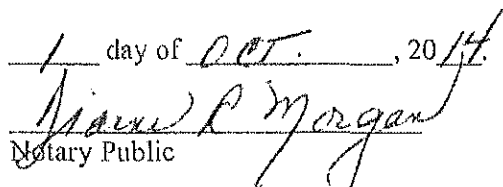
Dated

  
Signature of Chief Executive Officer

Donald A. Benvie, P.E.

Name of Chief Executive Officer

Sworn to before me this

1 day of OCT., 2014.  
  
Notary Public

DIANNE R. MORGAN  
Notary Public, State of New York  
in Orange County  
No. 8009211  
Commission Expires March 8, 2015



Appendix L - Attachment

Tectonic Engineering and Surveying Consultants, P.C. was cited by the US Department of Labor's Occupational Safety and Health Administration (OSHA) for the following items identified during an inspection of its materials testing laboratory in Newburgh, NY on June 29, 2011. The citations were issued on August 10, 2011.

I. Citation 1 Item 1

An eye wash station was not available for immediate use within the work area.

II. Citation 1 Item 2

A flexible power cord with a built-in surge protector was being utilized to power a concrete compression testing machine in lieu of fixed wiring within a conduit.

III. Citation 1 Item 3

Employees testing concrete were not provided training and/or information on the potential hazards associated with silica dust. Air samples were taken and tested by OSHA. The test results were negative for silica dust.

IV. Citation 2 Item 1

Employees who voluntarily wear respirators while testing concrete and soils were not provided with information related to the precautions and proper use of respirators.

The above items were abated to the satisfaction of OSHA on the following dates and a settlement agreement was fully executed on September 10, 2011.

- I. Citation 1 Item 1 – July 7, 2011 Tectonic installed an easily accessible faucet-mounted eye wash station in the work area.
- II. Citation 1 Item 2 – July 8, 2011 Tectonic replaced the flexible cord multi-outlet surge protector to a non-corded, single outlet surge protector.
- III. Citation 1 Item 3 – August 17, 2011 Tectonic held Hazard Communication Training for all lab and field personnel addressing potential hazards associated with chemicals and silica dust, and re-addresses at safety meetings.
- IV. Citation 2 Item 1 – August 11, 2011 Tectonic employees voluntarily using respirators were provided with training and given a copy of "Information for Employees Using Respirators When Not Required Under the Standard", and the book is now offered at orientation for new employees.



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Albany, NY    Cincinnati, OH  
Hartford, CT

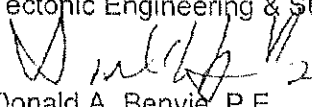
TECTONIC Engineering & Surveying Consultants PC  
PO Box 37, 70 Pleasant Hill Road  
Mountainville, NY 10953

(800) 829-6531    FAX: (845) 534-5999  
www.tectonicengineering.com

**RE:    DISCLOSURE OF PRINCIPALS  
RFP EM0613-1416  
EVALUATION OF COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

Name	Business Address/ Telephone No.	Office Held	Ownership Interest
Donald A. Benvie, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)582-1210	President & CEO	45.5%
Richard P. Kummerle, P.E., P.P., P.G.	4041 South McClintock Drive, Suite 302 Tempe, AZ 85282 (914)456-5550	Chairman of the Board & Managing Principal	44.1%
Thomas J. Critelli, P.E.	70 Pleasant Hill Rd. Mountainville, NY 10953 (914)263-6581	Executive Vice President & COO	3.7%
Ayman Baki, P.E.	29-16 40 <sup>th</sup> Avenue, LIC, NY 11101 (914)260-1644	Senior Vice President	2.8%
Jeffrey Kirby, P.E.	1279 Route 300 Newburgh, NY 12550 (201)741-3132	Senior Vice President	2.6%
Mark A. Stier, P.E.	1279 Route 300 Newburgh, NY 12550 (914)456-4338	Senior Vice President	.7%
Antonio Gualtieri, P.E.	1279 Route 300 Newburgh, NY 12550 (914)474-2822	Senior Vice President	.5%
Theodore J. Haines, P.L.S.	70 Pleasant Hill Rd. Mountainville, NY 10953 (845)590-8673	Vice President	.1%

Sincerely,  
Tectonic Engineering & Surveying Consultants P.C.

  
Donald A. Benvie, P.E.  
President & CEO

PLANNING • ENGINEERING • CONSTRUCTION AND PROGRAM MANAGEMENT

An Equal Opportunity Employer





E-191-17

**NIFS ID:CLDA17000012 Department: District Attorney**

**Capital:**

SERVICE: Project Coordination Closer to the Crib Program

Contract ID #:CQDA16000006 02 NIFS Entry Date: 05-JUL-17 Term: from 01-AUG-17 to 31-JUL-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>Adelphi University Institute for Parenting</b>	Vendor ID#: <b>11-1630741 07</b>
Address: One South Avenue P.O. Box 701 Garden City, New York 11530	Contact Person: Marcy Safyer, Ph.D., LCSW-R
	Phone: 516-877-3060

<b>Department:</b>	
Contact Name: Robert McManus, Director of Office Services	
Address: Nassau County District Attorney 262 Old Country Road Mineola, New York 11501	
Phone: 516-571-3354	

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATIVE  
2017 SEP 15 P. 2:36

**Routing Slip**

Department	NIFS Entry: X	28-JUL-17 -- VCORDOVA
Department	NIFS Approval: X	25-AUG-17 -- RMCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	25-AUG-17 -- MSEIDLER
County Atty.	Insurance Verification: X	25-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	29-AUG-17 -- DGREGWARE

Dep. CE	Approval: X	14-SEP-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	31-AUG-17 -- FBECKER
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The goal of this partnership with Adelphi University's Institute for Parenting is to reduce recidivism and prevent intergenerational involvement in the criminal justice system by advancing the Close to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.
<b>Method of Procurement:</b> RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid and relevant experience, institutional capacity and proposed cost.
<b>Procurement History:</b> RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid and relevant experience, institutional capacity and proposed cost.
<b>Description of General Provisions:</b> This amendment will extend the expiration date of the agreement to July 31, 2018. The annual amount for this period is \$255,509. The contractor provides a program director, project coordinator/case manager and a clinician to the aforementioned program as well as cognitive testing for program subjects.
<b>Impact on Funding / Price Analysis:</b> Entire amount is funded through N.Y. State civil forfeiture funds.
<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:	GRT	Revenue		1	DAGRT891BOTH/D E500	\$ 255,509.00
Control:	DA89	Contract:				\$ 0.00
Resp:	1B	County	\$ 0.00			\$ 0.00
Object:	DE	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 255,509.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 255,509.00		TOTAL	\$ 255,509.00
RENEWAL						
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Adelphi University Institute for Parenting

2. Dollar amount requiring NIFA approval: \$255509

Amount to be encumbered: \$255509

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: 08/01/17 - 07/31/18

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain:

4. Funding Source:

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

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 goal of this partnership with Adelphi University's Institute for Parenting is to reduce recidivism and prevent intergenerational involvement in the criminal justice system by advancing the Close to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.

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

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

28-AUG-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 DISTRICT ATTORNEY'S  
OFFICE, AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Adelphi University Institute for Parenting, to  
provide comprehensive assessment, case management, referrals, and  
evidence-based treatment oversight for the Closer to the Crib 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 authorize the County Executive to execute the amendment to an  
agreement with Adelphi University Institute for Parenting

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: Adelphi University Institute for Parenting

CONTRACTOR ADDRESS: One South Ave., P.O. Box 701, Garden City, NY 11530

FEDERAL TAX ID #: 11-1630741

**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 10/13/16. 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 an RFP was issued on 05/26/16. One (1) proposal was received and evaluated. The evaluation committee consisted of three members of the District Attorney's Office staff. As a result of this evaluation, the proposal was accepted. 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

07/28/17  
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?

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: April 25, 2017 Vendor: Adelphi University - Institute for Parenting  
Signed: [Signature]  
Print Name: Timothy P. Burton  
Title: Exec. Vice President of Finance & Administration

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 Timothy P. Burton - Senior Vice President and Treasurer  
Date of birth      /      /       
Home address 3 Surrey Lane  
City/state/zip East Northport, NY 11731  
Business address Adelphi University  
City/state/zip One South Avenue, Garden City, NY 11530  
Telephone 516 877 3386  
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 09 / 01 / 2008 to present  
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 ~~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, Timothy P. Burton, 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 day of April 2017

Notary Public



**LYNN A. WOOLEVER**

Notary Public, State of New York

Registration # 01WO5056576

Qualified in Nassau County

My Commission Expires April 8, 2018

Adelphi University  
Name of submitting business

Timothy P. Burton  
Print name

  
Signature

Exec. Vice President of Finance & Administration

Title

4.25.17  
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 Ronald B. Lee - Chairman, Board of Trustees, Adelphi University  
Date of birth 9 / 16 / 1945  
Home address 24 Bear Hill Road  
City/state/zip New Milford, CT 06776  
Business address c/o Adelphi University  
City/state/zip One South Avenue, Garden City, NY 11530  
Telephone 516 877 3843  
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) Ronald B. Lee - Chairman, Board of Trustees, Adelphi University from 9/1/16 to present.
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, Ronald B. Lee, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of May 2017

Notary Public



**LYNNA WOOLEVER**  
Notary Public, State of New York  
Registration # 01WO5058578  
Qualified in Nassau County  
My Commission Expires April 8, 2018

Adelphi University  
Name of submitting business

Ronald B. Lee  
Print name

Signature

Chairman, Board of Trustees, Adelphi University

Title

5, 31, 17  
Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name Dr. Christine M. Riordan  
Date of birth 12 / 29 / 1964  
Home address 55 Brompton Road  
City/state/zip Garden City, NY 11530  
Business address Adelphi University  
City/state/zip One South Avenue, Garden City, NY 11530  
Telephone 516 877 3838  
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 / 01 / 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.
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.

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- 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.
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- 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, Dr. Christine M. Riordan, 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 day of April 2017

  
Notary Public  
**LYNN A. WOOLEVER**  
Notary Public, State of New York  
Registration # 01WO5058575  
Qualified in Nassau County  
My Commission Expires April 8, 2018

Adelphi University  
Name of submitting business

Dr. Christine M. Riordan  
Print name

  
Signature

President  
Title

4 / 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 Frank Angello - Secretary, Board of Trustees, Adelphi University  
Date of birth 8 / 3 / 1955  
Home address 23 Hamlet Woods Drive  
City/state/zip St James, NY 11780-3166  
Business address c/o Adelphi University  
City/state/zip One South Avenue, Garden City, NY 11530  
Telephone 516 877-3843  
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) Secretary, Board of Trustees, Adelphi University from 9/1/12 to present.
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, Frank Angello, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of May 2017

  
Notary Public

**LYNN A. WOOLEVER**  
Notary Public, State of New York  
Registration # 01WO5058575  
Qualified in Nassau County  
My Commission Expires April 8, 2018

Adelphi University  
Name of submitting business

Frank Angello  
Print name

Frank Angello  
Signature

Secretary, Board of Trustees  
Title

5, 31, 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: \_

1) Proposer's Legal Name: Adelphi University

2) Address of Place of Business: One South Avenue, Garden City, NY 11530

List all other business addresses used within last five years:

None

3) Mailing Address (if different): Not Applicable

Phone : 516 877 3385

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 065972838

5) Federal I.D. Number: 11-1630741

6) The proposer is a (check one):    Sole Proprietorship    Partnership     
Corporation x Other (Describe) Not For Profit Educational 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 ☒ 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.

Adelphi University shall contact Nassau County in the event a potential conflict of interest arises and take the appropriate steps for resolution and follow whatever instructions are given.

- 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; 1896 - Adelphi University (2006 - AU Institute for Parenting)
- 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); New York
- 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 attachment

- B. Indicate number of years in business. 120 Years - Adelphi University (10 Years - AU Institute for Parenting)
- 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 NYS Child Welfare Court Improvement Project - Nassau County Family Court

Contact Person Trista Borra, MSW, JD, Project Manager

Address 1200 Old Country Road

City/State Westbury, NY 11590

Telephone 516 493-4000

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

E-Mail Address tborra@nycourts.gov

Company The Safe Center  
Contact Person Sandy Oliva  
Address 15 Grumman Road West - Suite 1000  
City/State Bethpage, New York 11714  
Telephone 516 465-4700  
Fax # 516 465-4750  
E-Mail Address soliva@cadunc.org

---

Company The New York Center for Child Development  
Contact Person Evelyn Blanck, MSW - Associate Executive Director  
Address 159 West 127th Street  
City/State New York, NY 10027  
Telephone 212 752 7575  
Fax # 212 752-7564  
E-Mail Address ejblanck@msn.com

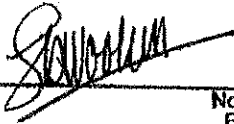
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I, Timothy P. Burton, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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 day of April 2017

Notary Public



LYNN A. WOOLEVER  
Notary Public, State of New York  
Registration # 01W05058575  
Qualified in Nassau County  
My Commission Expires April 8, 2018

Name of submitting business: Adelphi University - Institute for Parenting

By: Timothy P. Burton

  
Signature

Exec. Vice President of Finance & Administration

Title

4, 25, 17  
Date

Adelphi University – Supplemental Attachments – Business History Form

EXHIBIT  
A

- 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.

Response:

Please refer to attached Mission Statement for the Adelphi University – Institute for Parenting, together with an in-depth description of the NASSAU COUNTY BABIES CAN'T WAIT PROGRAM.

i). Date of Formation: Adelphi University was organized as an institution of higher education in 1896 and the Institute of Parenting at Adelphi University was officially formed in 2006.

ii) Names, addresses, and positions of all persons having a financial interest in the company, including shareholders, members, general or limited partner.

Adelphi University is a not-for-profit educational corporation that does not have any shareholders or partners.

iii). Names, addresses and position of all officers and directors of the company:

EXHIBIT  
B

Please refer to the attached documentation listing the professional profiles of the President and CFO of the University, together with the Board of Trustees.

iv) State of Incorporation: Adelphi University was incorporated in the State of NY

v) Number of employees in the firm: 2,100

vi) Annual revenue of firm: \$202 million

EXHIBIT  
C

vii) Summary of relevant accomplishments: Refer to attached AWARDS & RECOGNITION SUMMARY

EXHIBIT  
D

viii) Copies of all state and local licenses and permit: Refer to attached listing of ACCREDITATIONS AND MEMBERSHIPS

EXHIBIT  
E

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. Refer attached information about the Adelphi University – Institute for Parenting describing the professional development, resources, events, training and news & press about the Institute for Parenting at the University.



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October 16, 2015

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## Institute for Parenting Director on Mental Health Issues in School Children

General News, In The News, News

Marcy Saylor, director of the Adelphi University Institute for Parenting, was recently interviewed for an article about programs that provide private mental health services on school grounds.

[» Read the article from Public News Service](#)

**For further information, please contact:**

The Institute for Parenting

Green Hall, Lower Level Room 8

p - 516.237.9513

e - [marcysaylor@adelphi.edu](mailto:marcysaylor@adelphi.edu)

Institute for Parenting | Adelphi University | Green Hall | Lower Level | Room 8 | 1 South Avenue | P.O. Box 701 | Garden City, NY 11530-0701 | 516.879.3600

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Adelphi University  
**Institute for Parenting**



## About the Institute

### Mission of the Institute for Parenting

The Adelphi University Institute for Parenting was established to help ensure the mental health and well-being of young children and developing families by strengthening the capacity of parents and others who influence the lives of 0-5 year olds to provide nurturing, developmentally appropriate environments within a culturally sensitive framework.

### For further information, please contact:

The Institute for Parenting  
 Linen Hall, Lower Level Room 8  
 p - 516 237 8513  
 e - [institute@parenting@adelphi.edu](mailto:institute@parenting@adelphi.edu)

## Nassau County Babies Can't Wait

Addresses developmental needs of  
 0-5 year olds in foster care  
[Learn about Babies Can't Wait](#)

## News and Press

Keep up with the latest news about the  
 Institute for Parenting.

[Click here to find out more](#)

## Continuing Education Workshops

Strengthen your knowledge and  
 professional skills across disciplines  
[View upcoming workshops](#)

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Institute for Parenting | Adelphi University | Linen Hall | Lower Level | Room 8 | 1 South Avenue | P.O. Box 701 | Garden City, NY 11530-0701 | 516.237.2040

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## INSTITUTE FOR PARENTING

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### About the Institute

#### For Parents and Their Young Children

Therapeutic Parenting Services

Nassau County Babies Can't Wait

The "I'm Here For You Now" Book Project

#### Infant Mental Health and Developmental Practice Training

#### Professional Development

#### Additional Resources

#### Events and Training

#### News and Press

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Adelphi University  
**Institute for Parenting**



## Nassau County Babies Can't Wait

### Establish a better parent-child relationship.

The Nassau County Babies Can't Wait Program is a collaboration of the Adelphi University Institute for Parenting and the Nassau County Child Welfare System (Family Court and Department of Social Services).

The primary goal is to help parents to repair or establish a more secure parent-child relationship and address the complicated mental health needs of very young children in Foster Care and their parents. We aim for expedited, successful and lasting permanency for young children (0-5 year olds).

#### ABOUT THE PROGRAM

Young children who come to the attention of the court often have complicated histories which include traumatic experiences such as poverty, neglect, physical/sexual abuse, parental substance abuse, parental mental illness, witnessing domestic violence and prolonged or frequent separations from their parents. These children often have disrupted attachment relationships to their parent or primary caregiver which may result in significant developmental delays, cognitive and socio-emotional difficulties, which then further fuels abuse and neglect. The Institute for Parenting has developed a model for infant mental health assessment and therapeutic supervised visitation that guides service and treatment plans and better meets the needs of parents and their 0-5 year olds who have been placed in foster care in the Child Welfare System.

This program includes intensive Infant Mental Health (IMH) Assessment and Treatment. The IMH assessment evaluates the relationship of the parent and their young child as well as their developmental needs and provides DSS and the court with the information and/or recommendations concerning the potential for reunification and whether IMH Services and other services may achieve the goal. Our approach to Therapeutic Supervised Visitation uses the attachment based and psycho-dynamically informed treatment approach of Child Parent Psychotherapy (CPP) for caregivers and their 0-5 year olds. The intervention provides corrective relational experiences for a parent and their very young child. It consists of dyadic sessions with an experienced clinician as well as weekly individual sessions for each parent that includes video feedback. All sessions are video-taped. The joint parent-child sessions meet two times a week for a one hour therapeutic supervised visitation and an additional hour of traditional supervised visitation. Some of the key components of the treatment involve: developmental and parent guidance, as well as individual therapy and video guidance to provide parents with the opportunity to review and reflect upon their responses to their children and their own attachment histories.

The clinician also assists parents in learning to navigate the problems that may interfere with their everyday living and influence their parenting through case management, crisis intervention, and assistance building support systems.

#### ELIGIBILITY

This program is designed for all families with young children from birth through five years of age who are in foster care in Nassau County.

### Contact Us

Have questions about our programs?  
We are here to help.

See contact information:

### News and Press

Keep up with the latest news about the Institute for Parenting.

Click here to find out more

### Therapeutic Services

Early relationship support to help parents develop healthier relationships with their 0-5 year olds.

See therapeutic parenting services

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## ADELPHI UNIVERSITY OFFICE OF THE PRESIDENT

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Biography

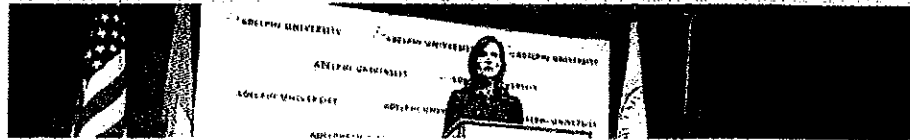
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Joining the Adelphi  
Family

Social Media

Curriculum Vitae



### Biography of President Riordan

Get to know more about President Christine M. Riordan.

Christine M. Riordan, Ph.D., the first woman to serve as president of Adelphi, is an internationally recognized expert in leadership development, team building, and diversity and inclusion, and is recognized for her groundbreaking initiatives to personalize and transform the higher education experience.



Upon her appointment as Adelphi's 10th president in July 2015, working with a wide array of members of the Adelphi community, Dr. Riordan led a comprehensive analysis of the University to gain a thorough understanding of the institution's strengths and potential for growth and opportunity. This effort laid the foundation for our strategic plan, *Monetizing*, and a set of transformational goals to strengthen the academic experience, deepen the commitment to student success, enhance the diversity and inclusion of students and employees, boost enrollment domestically and internationally, increase fundraising, and transform Adelphi University from a regionally known university to a nationally recognized modern metropolitan university.

In the first year of Adelphi's new strategies, the freshman population grew 40 percent and transfers 60 percent, with the graduate population increasing by 3 percent. In Fall 2016, Adelphi enrolled the largest freshman class—and the most diverse—in its history. Alumni giving is at an all-time high. Today, Adelphi is ranked among the top 150 doctoral research universities in the United States. It has also been named to the President's Higher Education Community Service Honor Roll and has earned the Carnegie Community Engagement classification.

The University's programs have recently been recognized by major media outlets. Adelphi advanced in the *U.S. News & World Report* rankings and was cited for excellence by *USA Today* and *Washington Monthly*. The prestigious *Fiske Guide to Colleges* gave Adelphi a Best Buy rating for the 11th straight year. *USA Today College* named Adelphi one of the top 10 colleges for majoring in social work. *Forbes* placed Adelphi on its list of America's Top Colleges 2016, a rating that focuses specifically on student outcomes and career success.

#### Downloadable Documents (PDFs)

- » Long bio
- » Short bio
- » Curriculum Vitae

With Dr. Riordan's leadership, Adelphi has developed and launched several new academic programs, substantially expanded the services of the University's Center for Career and Professional Development, and opened the 100,000-square-foot Nexus Building, home of Adelphi's innovative and top-ranked nursing and public health program and a host of personalized student support services. The University also established a highly regarded Office of Diversity and Inclusion and initiated a Diversity Certificate training program for faculty and staff, and is providing increasingly personalized educational supports for students of all abilities.

Prior to joining the Adelphi community, Dr. Riordan served as provost of the University of Kentucky, which has more than 30,000 students, 10,000 full- and part-time employees and a budget of \$3 billion, and as dean of the Daniels College of Business at the University of Denver, a *U.S. News & World Report*-ranked Best Business School.



Dr. Riordan has published more than 60 academic and business press articles, is authoring a book on leadership, and is a frequent speaker on leadership and overcoming challenges, including her TEDx talk, "Data to Be Extraordinary." Dr. Riordan consults regularly with corporations on leadership-development activities, diversity management and team performance. She has been interviewed and written articles for media such as *The Financial Times*, *Harvard Business Review*, *Forbes*, *USA Today*, *U.S. News & World Report*, *The New York Times*, *International Herald Tribune*, *The Huffington Post*, *MSNBC*, *CNN*, *CNBC*, *The Wall Street Journal*, *MarketWatch*, *CareerBuilder* and *Psychology Today*. These articles are profiled at [christineriordan.com](http://christineriordan.com). Her work has been cited more than 3,000 times by other authors.

For her leadership in New York, Dr. Riordan has been recognized by *Long Island Business News* as a Top CEO, by the Family & Children's Association as a 2015 Woman of Distinction and by the *Long Island Press* as Long Island's Best College President. Dr. Riordan has also received numerous awards for her academic and practitioner work, including Girl Scout Woman of Distinction, Most Brilliant Minds in Fort Worth, Sanford Research Fellowship, Sanford Faculty-Practitioner Grant, Sarah Moss Fellowship for International Research and the Michael Driver Award for Best Careers Article. She has also been named to the *Long Island Press* 2016 Power List and received the Advancement for Commerce, Industry & Technology (ACIT) Monsignor Hartman Humanitarian Award for Commitment to Excellence and Leadership in the Field of Education.

Dr. Riordan serves on the board of directors of RE/MAX Holdings, Inc. (NYSE:RMAX) and is chair of the nominating and governance committee and serves on the compensation committee. She previously served on the audit committee.

Dr. Riordan is also on the board of directors of the National Chorale, New York's premier professional choral company, and the Long Island Association (LIA), a leading business organization on Long Island. She is also a member of the Long Island Regional Advisory Council on Higher Education (LIRACHE) and is a member of the President's Advisory Council at the Georgia Institute of Technology. In the past, Dr. Riordan served on many nonprofit boards of directors, such as Mile High United Way and Beta Gamma Sigma, an international honor society, and she was president of the Southern Management Association.

President Riordan is married to Robert (Bob) D. Gatewood, Ph.D., author of *Human Resource Selection* (3rd ed.) and professor emeritus at the University of Georgia. They have two teenagers, Mikaela and Mason, and an Old English Bulldog named Georgia. Dr. Riordan enjoys running, biking, lifting weights and reading. She received her Ph.D. in organizational behavior and M.B.A. from Georgia State University and a bachelor's degree in textile engineering (now called materials science and engineering) from the Georgia Institute of Technology.

President Riordan can be reached by email at [president@adelphi.edu](mailto:president@adelphi.edu). Connect with President Riordan on LinkedIn, Facebook, Instagram and Twitter @PrezRiordan.

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**CHRISTINE M. RIORDAN, PH.D.**  
**PRESIDENT**

**Adelphi University President Christine M. Riordan, Ph.D., is an internationally recognized expert in leadership development, team building, and diversity and inclusion, and is recognized for her groundbreaking initiatives to personalize and transform the higher education experience. Dr. Riordan is the first woman to serve as president of Adelphi.**

Since beginning her appointment as Adelphi University's 10th president in 2015, she has launched a remarkable turnaround strategy that has led to a boost in enrollment, increased fundraising, greater recognition and new strategies to promote student success, diversity and inclusion. This fall, Adelphi enrolled the largest freshman class in its history. Adelphi has advanced in its *U.S. News & World Report* rankings, has been cited for excellence by *USA Today*, *Forbes* and *Washington Monthly*, and has been named to the President's Higher Education Community Service Honor Roll. Alumni giving is at an all-time high.

Prior to beginning her Adelphi appointment in July 2015, Dr. Riordan served as provost of the University of Kentucky, which has more than 30,000 students, 19,000 full- and part-time employees and a budget of \$3 billion, and as dean of the Daniels College of Business at the University of Denver, a *U.S. News & World Report*-ranked Best Business School.

Dr. Riordan has published more than 60 academic and business press articles, is authoring a book on leadership, and is a frequent speaker on leadership and overcoming challenges, including her TEDx talk, "Dare to Be Extraordinary." Dr. Riordan consults regularly with corporations on leadership-development activities, diversity management and team performance. She has been interviewed and written articles for media such as *The Financial Times*, *Harvard Business Review*, *Forbes*, *USA Today*, *U.S. News & World Report*, *The New York Times*, *International Herald Tribune*, *The Huffington Post*, *MSNBC*, *CNN*, *CNBC*, *The Wall Street Journal*, *MarketWatch*, *CareerBuilder* and *Psychology Today*. These articles are profiled at [christinერიordan.com](http://christinერიordan.com). Her work has been cited more than 3,000 times by other authors.

Dr. Riordan has received numerous awards for her academic and practitioner work. For her leadership in New York, Dr. Riordan was recently recognized by *Long Island Business News* as a Top CEO and by the Family & Children's Association as a 2015 Woman of Distinction. Additionally, she was recently voted as Long Island's Best College President by *Bethpage Best of Long Island Awards*. She has also been named to the *Long Island Press* 2016 Power List and received the Advancement for Commerce, Industry & Technology (ACIT) Monsignor Hartman Humanitarian Award for Commitment to Excellence and Leadership in the Field of Education.

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President Riordan can be reached by email at [president@adelphi.edu](mailto:president@adelphi.edu). Connect with President Riordan on LinkedIn, Facebook, Instagram and Twitter @PrezRiordan.

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## Timothy P. Burton

Administration/Staff, Vice President

Timothy P. Burton, senior vice president and treasurer of the University, was honored in *Long Island Business News* CFO of the Year Awards program in 2012.

Mr. Burton became the chief financial officer of Adelphi University in 2002. Prior to joining Adelphi University in 1991 as associate treasurer, he was senior manager at Deloitte & Touche, having spent thirteen years providing audit services. Mr. Burton received a B.S. in accounting from the State University of New York at Albany in 1978.

Mr. Burton is a Certified Public Accountant licensed in New York State. In 2012, he was named CFO of the Year by Long Island Business News.

### Published:

May 28, 2014

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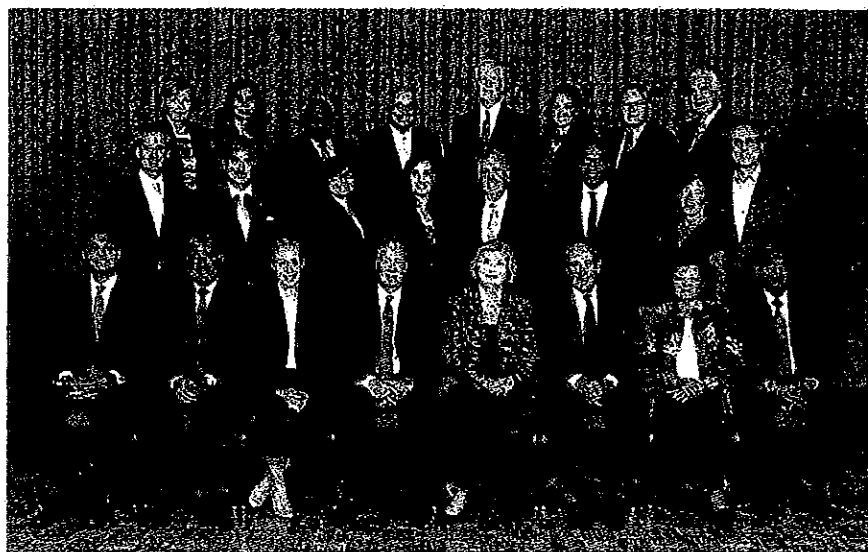

### Board of Trustees

#### Our expert leadership.

The Board of Trustees delegates operational authority to the president as the University's chief executive officer with the expectations of transparency, accountability, performance, collaboration and service as the face and voice of the University.

A senior administrative team of five vice presidents reports to the president and works collaboratively to establish and achieve institutional priorities. This organizational structure provides continuous review of progress against goals and facilitates data-driven decision making.

#### » Meetings schedule



Front Row L-R: Kanistka Kelshikar, 2. Paul Akan, Lindsey K. Levine, Dennis McDonagh, Lois C. Schlessel, Jeffrey Bolton, Angela M. Jagger, Arun Agorwal  
Middle Row L-R: Patrick S. Smalley, Frank Angello (Secretary), Loretta Cangialosi, President Christine M. Riordan, Ronald B. Lee (Chairman), Charles Tolbert, Susan H. Murphy (Vice Chair), Jeffrey R. Greene  
Back Row L-R: Helene Sullivan, Humera Qazi, Leonard C. Achen, Paul J. Salerno, Robert B. Willumstad, Katherine Quinlana Malone, Thomas F. Motamed, William Tenet



Five Adelphi alumni joined the board of trustees in summer 2016. (Left to right): Karishka Keshikar, B.S. '09; Katharine Quintana Malone, B.B.A. '09, M.B.A. '10; Dennis McDonagh, B.A. '78; Humera Qazi, B.B.A. '93, M.B.A.; and Leonard C. Achan, B.S. '99, M.A., R.N., A.N.P.

**Ronald B. Lee B.A. '87**  
Chairman, Board of Trustees  
Founder and Chairman Emeritus  
Lee, Nolan and Koroghlian, LLC

**Susan Murphy, Ph.D.**  
Vice-Chair, Board of Trustees  
Vice President Emerita  
Cornell University

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Secretary, Board of Trustees  
Former Chief Financial Officer  
Lighthouse International  
Former Chief Financial Officer  
JPMorgan Treasury & Securities Services Group

**Christine M. Riordan, Ph.D.**  
President, Adelphi University  
Ex-Officio

**Steven N. Fischer**  
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Former Chairman and Chief Executive Officer  
Mechanical Technology Inc.

**Steven L. Isenberg '00 (Hon.)**  
Chairman Emeritus, Board of Trustees  
Former Publisher  
New York Newsday

**Thomas F. Motamad B.A. '71, J.D.**  
Chairman Emeritus, Board of Trustees  
Retired Chairman and Chief Executive Officer  
CNA Financial Corporation

**Leonard C. Achan, B.S. '99, M.A., R.N., A.N.P.**  
Chief Innovation Officer and Senior Vice President of Innovation and  
Business Development  
Hospital for Special Surgery

**Arun K. Agrawal, M.B.A. '12, M.D.**  
Founder, President, and CEO  
Garden City Medical Services

**Loretta Cangialosi B.B.A. '80**  
Senior Vice President and Controller  
Pfizer, Inc.

**William Fuessler**  
Vice President and Partner  
Global Lender Finance, Risk & Fraud  
IBM Global Business Services

**Noreen Harrington B.S. '81**  
Alternative Investments  
MD Sass

**Angela M. Jacobar B.S. '62, M.A. '65, Ph.D.**  
Retired Professor

**Ivayla Ninov B.S. '08**  
Chief Financial Officer  
Western Management Corp.

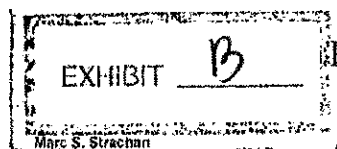
**Peter Principato B.A. '81**  
Founding Partner  
Principato-Young Entertainment

**Humera Qazi B.B.A. '93, M.B.A.**  
Managing Director  
KPMG

**Paul Salerno B.B.A. '76**  
Retired Managing Partner, Melville Office  
PincowtoothhouseCoopers LLP

**Lois C. Schlisset, J.D.**  
Managing Attorney, President  
Moyer, Suozzi, English & Klein, P.C.

**Patrick S. Smalley B.A. '86**  
Executive VP and Managing Director  
MCH Group LLC



New York University  
School of Education

Ranishika Katschke, B.S. '98  
*Investment Banking Associate*  
Nomura

Laurence Kessler B.A. '65  
*Founder and Co-owner*  
Kessler Restaurants

Lindsey Kupferman Levine M.A. '02, Ph.D. '08  
*Faculty*  
Columbia University  
Department of Psychiatry, College of Physicians and Surgeons

Katherine Quintana Malone B.B.A. '09, M.B.A. '10  
*Senior Global Compensation Analyst*  
Latham & Watkins

Dennis McDonagh B.A. '78  
*Retired Senior Managing Director and Chief Financial Officer, Real Estate*  
The Blackstone Group

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Michael J. Campbell '66

Joan S. Girgis, Ph.D.

Jeffrey R. Greene, M.B.A.

Palma R. Grella, M.B.A. '73

John J. Gullöber B.B.A. '68, M.B.A. '70

Maureen S. Strachan  
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*Retired Chief Financial Officer*  
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*Clinical Associate Professor of Medicine*  
NYU School of Medicine

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*Attorney and Agent*  
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*Partner*  
Dryden Global Partners

Gerry House, Ed.D

Michael L. Lazarus '87

Horace G. McDonell, Jr. '52, '02 (Hon.)

Leon M. Pollack '63

Marlene Wamberg-Berman, M.S. '61

Barry T. Zeman

#### Meetings Schedule

##### 2017 Board of Trustees Meeting Dates

- 17th Annual President's Gala—Saturday, March 18, 2017
- Sunday, March 19, 2017 and Monday, March 20, 2017
- Monday, June 12, 2017
- Sunday, September 17, 2017 and Monday, September 18, 2017
- Monday, December 11, 2017

##### 2018 Board of Trustees Meeting Dates

- 18th Annual President's Gala – Saturday, March 17, 2018
- Sunday, March 18, 2018 and Monday, March 19, 2018
- Monday, June 11, 2018
- Sunday, September 30, 2018 and Monday, October 1, 2018
- Monday, December 10, 2018

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## Awards and Recognition

We're proud to be recognized by top organizations.

Adelphi University has been nationally recognized and cited by several well-respected organizations and publications such as The Princeton Review, *U.S. News and World Report*, *Fiske Guide to Colleges* and *Forbes* as a top choice for a quality education. At a time when higher education is under intense scrutiny to demonstrate its relevance and value, we're proud to know that other people are taking notice of the great things happening at Adelphi.

## U.S. NEWS &amp; WORLD REPORT

*U.S. News & World Report* listed Adelphi as a Best College in its critique of 1,600 institutions, ranking the school in the top ten percent nationwide. Schools in the National Universities category evaluated by the publication offer a full range of undergraduate majors, plus master's and Ph.D. programs. These colleges are also noted for the commitment to groundbreaking research.

Adelphi was also recognized in the report's first-ever list of colleges in its National Universities ranking category that are overperforming in ensuring student success. In November 2012, Adelphi was ranked as a Top 15 Overperformer in undergraduate academic reputation.

*U.S. News* has also named Adelphi's [College of Business and Public Health](#) and [School of Social Work](#) in their Best Graduate Schools list; we have also been ranked as one of the [Best Colleges for Veterans](#).

## FISKE GUIDE TO COLLEGES

Adelphi has been recognized by the *Fiske Guide to Colleges* as one of the nation's "best and most interesting" institutions and for 11 consecutive years has been listed among a select number of Best Buys in higher education. Only 25 private institutions in the country receive this distinction each year. Accomades such as this offer an independent evaluation on how the school fares on the billion-dollar topic of return on investment.

## COLLEGES OF DISTINCTION

Adelphi, the first private, coeducational institution of higher education on Long Island, has recently been recognized by the *Colleges of Distinction* organization. This evaluation includes factors such as being respected by education professionals, having a strong focus on teaching undergraduates, providing a wide variety of experiential learning opportunities, promoting an active campus life and offering an undergraduate education that is highly valued by graduate programs and employers.

## FORBES AND CRAIN'S NEW YORK

As a *Forbes* magazine Top College, Adelphi has been endorsed for what its students get out of their education as opposed to what gets them into the school. Another outlet, *Business Insider* ranks Adelphi as No. 18 of 25 underrated colleges in the country.

Another outlet, *Business Insider*, ranks Adelphi as #18 of 25 underrated colleges in the country. *Crain's New York* hailed the Robert B. Wilenski School of Business as one of the largest M.B.A. programs in New York based on enrollment.

## MONEY MAGAZINE

*Money* magazine has named Adelphi University on its list of Best Colleges for excellence in educational quality, affordability and alumni earnings. As one of the best choices families can make, Adelphi University





provides students with a global learning experience that fully prepares them for successful, fulfilling careers through innovative programming, dedicated faculty, comprehensive support and services, and diverse learning opportunities. Adelphi students graduate with the tools to compete and excel in their chosen fields, and the skills to address the needs of their communities. Lasting relationships are created and maintained at the University through many different forms. The Adelphi alumni network is more than 100,000 strong.



#### BETHPAGE BEST OF LONG ISLAND

Every year, the Long Island Press asks readers to vote for their favorites for the paper's Best of Long Island Awards. In 2017, Long Islanders voted Adelphi no. 1 in seven categories: Best College or University—among 19 other colleges—Best Public Garden, Best Concert Venue, Best Local Live Theater, Kai Chan for Best Publicist and Dominic Scala for Best College Sports Coach. And our president, Christine M. Rorcan, Ph.D., was named Best College President.



#### MILITARY AND VETERANS

As a Military Friendly Campus, Adelphi is ranked in the top 20 percent of colleges, universities and trade schools in the country that are doing the most to embrace military service members, veterans and spouses as students and ensure their success on campus. The list recognizes only the top 15 percent of colleges, universities, and trade schools that do the most to embrace America's veterans as students.

The U.S. Department of Veterans Affairs has named Adelphi as a Yellow Ribbon GI Education Enhancement Program school. This means that qualified veterans can attend Adelphi at little or no cost.



#### CARNEGIE FOUNDATION

As a recipient of the 2010 Carnegie Community Engagement Classification, Adelphi University has been named in the recently released 2015 list of designated honorees. Awarded by the Carnegie Foundation for the Advancement of Teaching, this announcement solidifies Adelphi's commitment to its larger community for the mutually beneficial exchange of knowledge and resources in a context of partnership and reciprocity.

Adelphi is one of 361 institutions that now hold the Community Engagement Classification, recognizing the University's engagement and contribution to important community agendas. The University is one of only 24 institutions selected from New York.



#### NORTHEAST-10 CONFERENCE PRESIDENTS' CUP

In 2014, for the second consecutive year, Adelphi's athletics program was honored with the Northeast-10 Presidents' Cup. The Presidents' Cup is awarded to the institution that compiles the most cumulative points, based on finishes in the regular-season standings, from all of its programs competing in league championships. Adelphi joined the Northeast-10 in 2009.



#### PRESIDENT'S HIGHER EDUCATION COMMUNITY SERVICE HONOR ROLL

For the fourth year in a row, Adelphi has been named to The President's Higher Education Community Service Honor Roll. This is a national award given in recognition to colleges and universities that have shown excellence in developing and implementing effective community engagement and community service programs at their institutions. Again this year, Adelphi was additionally honored by receiving the award "With Distinction," a ranking reserved for "top performing institutions" in the categories of General Community Service and Education.



#### PAYSCALE.COM

PayScale.com lists Adelphi as a leader among national universities in regards to the all-important return on investment factor (ROI). It details the outcomes of students, analyzing the average salary of undergraduates and graduate-level students and which employers are hiring graduates in which geographic locations. This data was also used by AlternativeCollegesOnline.com which identified Adelphi as one of 84 colleges in New York where the degrees paid off and students earned more over their lifetimes than other institutions. Payscale's annual college tuition return on investment (ROI) report finds Adelphi with the highest annual percentage ROI—when financial aid is figured in—of any college on Long Island. Adelphi graduates are experiencing a 10.6 percent annual tuition ROI and a 30-year net return of \$545,000.



## THE EDUCATION TRUST

The Education Trust has noted that Adelphi is a "Top 25 gainer in Hispanic student graduation rates among private institutions." The report—subtitled "Increasing degree attainment by improving graduation rates and closing gaps for Hispanic students"—indicated that Adelphi has made strong gains in improving outcomes for Latino students.



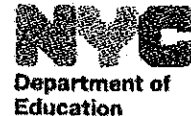
## UNITED NATIONS

In 2003, the United Nations Commission on Non-Governmental Organizations of the Department of Public Information approved Adelphi as a non-governmental organization in recognition of the University's commitment to bringing "global awareness of international issues and the United Nations to the University community and the public."



## TEACHER EDUCATION RECOGNITION FROM NYCDOE

Adelphi tied with another regional school for the highest percentage of teachers—12 percent—considered to be highly effective in student improvement on standardized math and English tests between fourth and eighth grade in the *Teacher Effectiveness Program Report* from the New York City Department of Education. This recognition was written about in *The Wall Street Journal* and on the *Edutopia* website.



## MYMAJORS MAGAZINE

Adelphi was featured in *MyMajors* magazine as one of the Top 20 schools with the most matched majors. Potential students take the *MyMajors* quiz and are matched to schools from their database of 7,200 institutes of higher education.



## THE HEARING REVIEW

*The Hearing Review* has named Adelphi University and its partners in the Long Island World of Audiology (L.I.W.A.) Consortium to its 2013 Best of List for Hearing Healthcare Professionals.



## SIERRA CLUB

Adelphi's main Garden City campus is a registered arboretum, part of why the Sierra Club named the University a "Cool School."



## CENTER FOR WORLD UNIVERSITY RANKINGS (CWUR)

Adelphi University's Gordon F. Derner Institute of Advanced Professional Studies Studies has been ranked fourth worldwide among psychology and psychoanalysis schools by the Center for World University Rankings (CWUR). More than 26,000 degree-granting institutions were included in the annual ranking.

## ANIMATION CAREER REVIEW


Adelphi University has been named to the list of Top 50 Schools in the US for Game Design and Development by *Animation Career Review*.



## ADULT LEARNING FOCUSED INSTITUTION OF HIGHER EDUCATION



Adelphi's University College is a member of the Council on Adult and Experiential Learning's (CAEL) coalition of Adult Learning Focused Institutions (ALFI). University College is just one of three ALFI member institutions in New York State.

 Institution of Higher Education

## EMERGENCY MANAGEMENT DEGREE PROGRAM GUIDE

Emergency Management Degree Program Guide ranked Adelphi University #10 as a top college for online emergency management master's degrees.



*Reflecting on the exceptional distinctions bestowed on the school, Adelphi is proud to stand on its reputation for excellence in academics, athletics, experiential learning and return on investment. The University will continue to challenge itself to offer the exceptional learning and service opportunities that allow students and our community as a whole to grow.*

For further information, please contact:

Office of University Communications and Marketing

p - 516.877.3093

e - [ucomm@adelphi.edu](mailto:ucomm@adelphi.edu)

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## Accreditation and Memberships

Continuously striving for excellence.

## ADELPHI UNIVERSITY ACCREDITATION

- [Middle States Association of Colleges and Schools](#)
- [New York State Education Department](#)
- [Commission on Collegiate Nursing Education](#)

One Dupont Circle, NW Suite 530  
 Washington, DC 20036-1120  
 202.637.6751

(the baccalaureate and master's degree programs in nursing)

- [American Psychological Association](#)
- [American Speech-Language-Hearing Association](#)
- [National Council for Accreditation of Teacher Education \(NCATE\)](#)
- [Council on Social Work Education](#)
- [The Association to Advance Collegiate Schools of Business \(AACSB International\)](#)

## ADELPHI UNIVERSITY MEMBERSHIPS

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- [College Board](#)
- [Commission on Independent Colleges and Universities New York's Private Colleges and Universities](#)
- [U.S. Green Building Council \(USGBC\)](#)

## EQUAL OPPORTUNITY

Adelphi University is committed to extending equal opportunity in employment and educational programs and activities to all qualified individuals and does not discriminate on the basis of race, religion, age, color, creed, sex, marital status, sexual orientation, ethnicity, national origin, disability, genetic disposition or carrier status, veteran status, status as a disabled or Vietnam-era veteran, or any other basis protected by applicable local, state or federal laws.

The discrimination coordinator for student concerns pursuant to Section 504 of the Rehabilitation Act of 1973 is Rosemary Garabedian, coordinator of accessibility support services, Post Hall, First Floor, 516.877.3145, the discrimination coordinator for employee concerns pursuant to Section 504 of the Rehabilitation Act of 1973 is Jane Fisher, director of employment, employee and labor relations, Room 203, Levermore Hall, 516.877.3222, the coordinator of Title VII and the affirmative action officer is Lisa S. Araújo, associate vice president for human resources and labor relations, Room 203, Levermore Hall, 516.877.3230, and the campus coordinator for Title IX concerns is Rhonnie Jaus, director of equity and compliance, Room 203, Levermore Hall, 516.877.4819.

## Value Added

We're proud to be recognized for the great things happening at Adelphi.

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Fulbright Scholars, Hartford Scholars. A dedication to research. Get to know our academic community.

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**MIDDLE STATES COMMISSION ON HIGHER EDUCATION**  
3624 Market Street, Philadelphia, PA 19104-2680. Tel: 267-284-5000. Fax: 215-462-5501  
www.msac.org

## STATEMENT OF ACCREDITATION STATUS

### ADELPHI UNIVERSITY

South Avenue

Garden City, NY 11530

Phone: (516) 877-3000; Fax: (516) 877-3845

www.adelphi.edu

**Chief Executive Officer:** Dr. Christine M. Riordan, President

### INSTITUTIONAL INFORMATION

**Enrollment (Headcount):** 4852 Undergraduate ; 2404 Graduate

**Control:** Private (Non-Profit)

**Affiliation:** None

**2015 Carnegie Classification:** Doctoral Universities - Moderate Research Activity

**Approved Degree Levels:** Postsecondary Award/Cert/Diploma (>=1 year, < 2 years) (Basic Accounting ), Associate's, Bachelor's, Postbaccalaureate Award/Cert/Diploma, Master's, Post-Master's Award/Cert/Diploma, Doctor's - Professional Practice, Doctor's - Research/Scholarship;

**Distance Education Programs:** Fully Approved

**Accreditors Recognized by U.S. Secretary of Education:** American Psychological Association, Commission on Accreditation ; American Speech-Language-Hearing Association, Council on Academic Accreditation in Audiology and Speech-Language Pathology ; Commission on Collegiate Nursing Education ; Council for the Accreditation of Education Preparation (CAEP)

**Other Accreditors:** The Council on Social Work Education (CSWE); The Association to Advance Collegiate Schools of Business (AACSB International)

### Instructional Locations

**Branch Campuses:** None

**Additional Locations:** Catholic Health Services, Melville, NY; Good Samaritan Hospital, West Islip, NY; Hauppauge Center, Hauppauge, NY; Hudson Valley Center, Poughkeepsie, NY; Huntington Chamber of Commerce, Huntington, NY; Manhattan Center, New York, NY; Middletown Center, Orange County Community College, Middletown, NY; Queens Hospital,

D

Jamaica, NY; Sayville Downtown Center, Sayville, NY; St Francis, Roslyn, NY; St. Joseph's College, Patchogue, NY; Suffolk County Community College - Ammerman Campus, Selden, NY; Suffolk County Community College - Eastern Campus, Riverhead, NY; Suffolk County Community College - Grant Campus, Brentwood, NY; The New Seminary, Brooklyn, NY.

**Other Instructional Sites:** Winthrop University Hospital, Mineola, NY.

## **ACCREDITATION INFORMATION**

**Status:** Member since 1921

**Last Reaffirmed:** November 20, 2014

### **Most Recent Commission Action:**

**June 27, 2016:** To acknowledge receipt of the substantive change request. To approve the reclassification of the instructional site at the Middletown Center, Orange County Community College, 115 South Street, Middletown, NY 10940 as an additional location and to include the location within the scope of the institution's accreditation. The next evaluation visit is scheduled for 2018-2019.

### **Brief History Since Last Comprehensive Evaluation:**

**November 20, 2014:** To accept the Periodic Review Report and to reaffirm accreditation. To commend the institution for the quality of the Periodic Review process and report. The next evaluation visit is scheduled for 2018-2019.

**Next Self-Study Evaluation:** 2018 - 2019

**Date Printed:** June 28, 2016

## **DEFINITIONS**

**Branch Campus** - A location of an institution that is geographically apart and independent of the main campus of the institution. The location is independent if the location: offers courses in educational programs leading to a degree, certificate, or other recognized educational credential; has its own faculty and administrative or supervisory organization; and has its own budgetary and hiring authority.

**Additional Location** - A location, other than a branch campus, that is geographically apart from the main campus and at which the institution offers at least 50 percent of an educational program. ANYA ("Approved but Not Yet Active") indicates that the location is included within the scope of accreditation but has not yet begun to offer courses. This designation is removed after the Commission receives notification that courses have begun at this location.

**Other Instructional Sites** - A location, other than a branch campus or additional location, at which the institution offers one or more courses for credit.

**Distance Education Programs** - Fully Approved, Approved (one program approved) or Not Approved indicates whether or not the institution has been approved to offer diploma/certificate/degree programs via distance education (programs for which students could meet 50% or more of the requirements of the program by taking distance education courses). Per the Commission's Substantive Change policy, Commission approval of the first two

EXHIBIT D

Distance Education programs is required to be "Fully Approved." If only one program is approved by the Commission, the specific name of the program will be listed in parentheses after "Approved."

Commission actions are explained in the policy Accreditation Actions.

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## ABOUT ADELPHI

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## At a Glance

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## Mission and Vision

## Mission Statement

Our University transforms the lives of all students by creating a distinctive environment of intellectual rigor, research, creativity and deep community engagement across four core areas of focus: arts and humanities, STEAM and social sciences, the professions, and health and wellness.

## Vision

We will become a nationally respected leader -- a standard bearer -- for redefining the practical and personal value of education for students, helping them define their success in the classroom, on campus, in careers and communities, and beyond.

## Values

We are guided by six core values that exemplify the type of community we seek to create:

1. Academic excellence
2. Creativity and innovation
3. Community and collaboration
4. Global awareness and diversity
5. Respect for the individual
6. Truth and integrity

## Value Added

We're proud to be recognized for the great things happening at Adelphi.

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## Engage with Us

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## INSTITUTE FOR PARENTING

Home » Infant Mental Health and Developmental Practice Training » About Infant Mental Health and Developmental Practice

### About the Institute

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Infant Mental Health and Developmental Practice Training

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Adelphi University

Institute for Parenting



## About Infant Mental Health and Developmental Practice

Learn about Infant Mental Health and IMH-DP.

### WHAT IS INFANT MENTAL HEALTH?

The term Infant Mental Health (IMH) is a slight misnomer and also includes Early Childhood Mental Health. IMH can be understood as the developing capacity of the 0-5 year old child in experience, regulate and express emotions, form close and secure interpersonal relationships and explore the environment and learn within the psychological balance of the parent-infant relational system, as well as larger family, community and culture without serious disruption caused by harmful life events.

Recent neuropsychological research has shown that infants are born with their brains wired to be engaged in important nurturing and protective relationships. They come into the world with remarkable capacities to establish and regulate these relationships. Infants are surprisingly competent and endowed with predispositions toward attachment promoting behaviors. They are not the 'blank slates' they were once thought to be. Infants possess an amazing repertoire of social and emotional capacities that are designed to give their parent information about their well-being and to actively behave in ways that modify and regulate the behavior of their parents. The infant's capacities to execute these signaling behaviors have roots across developmental domains. In sum, infants seek emotional responsiveness from their parents and become distressed when it is not forthcoming.

Although the infant's contribution to the relationship with his parent is great, it cannot be separated from the context of the parent. The infant-parent relationship will suffer when infants fail to display behaviors or characteristics which elicit responsive caregiving as can be the case with some premature, drug exposed or those that have developmental challenges. Sometimes it is parents who cannot modify their expectations because their early life was characterized by unmet needs, abandonment and maltreatment, or because current stressors like maternal depression, mental illness or domestic violence are present.

### WHAT IS INFANT MENTAL HEALTH AND DEVELOPMENTAL PRACTICE?

IMH-DP is an interdisciplinary field that represents a dramatic shift in clinical practice. IMH-DP practice focuses on the development of 0-5 year olds within the context of the early parent-child relationship as the foundation for healthy social-emotional, cognitive, language and even physical development. IMH-DP offers ways of conceptualizing early disruptions in the attachment process, and of organizing interventions. Its focus is on the mental health and relational dimensions of development that unfold in the context of other related domains of development, all of which are intimately and inextricably interrelated in infancy. Thus the thrust of IMH-DP practice must be developmentally and trauma informed.

Multidisciplinary Infant Mental Health specialists work within the context of the parent-child relationship to strengthen parental capacity while promoting both an understanding of the needs of infants and young children and their parents' unique ability to meet those needs. The dimensions of service aim to meet the needs of families on multiple levels and in many settings and include a service continuum that includes both prevention and intervention.

### Contact Us

Have questions about our programs? We are here to help.

See contact information

### News and Press

Keep up with the latest news about the Institute for Parenting.

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This comprehensive and intensive approach integrates a range of methods and services that include emotional support, developmental/parent guidance, early relationship assessment, infant-parent psychotherapy, advocacy and concrete assistance.

E

For further information, please contact:

The Institute for Parenting  
Loren Hall, Lower Level Room 8  
p - 516.237.6513  
e - [info@instituteforparenting@adelphi.edu](mailto:info@instituteforparenting@adelphi.edu)

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## INSTITUTE FOR PARENTING

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## Professional Development

Providing high quality training for professionals.

Our Professional Development and Continuing Education programs for multidisciplinary professionals provide the highest quality training. The goal of our programs is to strengthen professional knowledge and skills across disciplines to enhance Infant Mental Health and developmental services to 0-5 year olds and their parents.

### Post Master's Training Program in Parent Education and Parent Guidance

An intensive year-long training program designed for parent educators and/or clinicians who work with parents.

» [Learn about this 1-year program](#)

### Continuing Education

Strengthen your professional knowledge and skills across disciplines to enhance services for very young children and their parents.

» [See upcoming workshops](#)

### Post Master's Training Program in Parent-Infant Mental Health

This two-year intensive training program is designed for clinicians, supervisors, consultants, and educators.

» [Learn about this 2-year program](#)

### Credentialing and CEUs

Most Institute for Parenting professional programs offer 6 units of Continuing Education Credits or the equivalent. Post Master's Programs offer 105 CE's per year.

» [View CE credit opportunities](#)

## News and Press

Keep up with the latest news about the Institute for Parenting.

[Click here to find out more.](#)

## Contact Us

Have questions about our programs? We are here to help.

[See contact information](#)

## Additional Resources

Find more resources for parents and family caregivers of young children.

[See resource links](#)

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For further information, please contact:

The Institute for Parenting

Union Hall, Lower Level Room 6

p - 516.237.8513

e - [theinstituteforparenting@adelphi.edu](mailto:theinstituteforparenting@adelphi.edu)

Institute for Parenting | Adelphi University | Union Hall | Lower Level | Room 6 | 1 South Avenue | P.O. Box 701 | Garden City, NY 11530-0701 | 516.871.3060

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## Additional Resources

External resources for parents and family caregivers.

- [The National Child Traumatic Stress Network](#)
- [Sesame Street Hurricane Episode](#)
- [Learned Happens From The Start - Baby Basics](#)
- [Protection](#)
- [Video: Interaction Guidance](#)

For further information, please contact:

The Institute for Parenting

Limet Hall - Lower Level Room 8

p - 516.257.8513

e - [theinstituteforparenting@adelphi.edu](mailto:theinstituteforparenting@adelphi.edu)

## Continuing Education Workshops

Strengthen your knowledge and  
professional skills across disciplines

[View upcoming workshops](#)

## Nassau County Babies Can't Wait

Addresses developmental needs of  
0-3 year olds in foster care

[Learn about Babies Can't Wait](#)

## Training in Parent- Infant Mental Health

Designed for clinicians, supervisors,  
consultants, and educators.

[Learn about this 2-year program](#)

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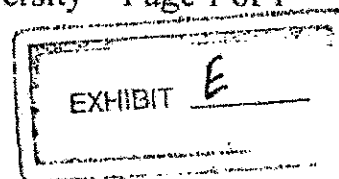
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## Events and Training

### Upcoming Events

**Cancellation Policy:** No refund can be made for cancellation seven or fewer working days before the event or for no-shows. Cancellations more than seven working days before a workshop will result in a refund less a \$15.00 cancellation fee. Requests for refunds must be received in writing.

October 18, 2016–June 13, 2017

**Post Master's Training Program in Parent Education and Parent Guidance**

Continuing Education Course • Ongoing

*This program is an intensive year-long training program designed for parent educators and/or clinicians who work with parents.*

June 16, 2017

**The Complexities of Therapeutic Intervention with Parents who are Substance Dependent**

Continuing Education

*Ruth Paris, Ph.D., will discuss developmental progress and resilience, while supporting recovery from substance misuse.*

July 28, 2017

**Perinatal Grief and Loss: Helping Families Heal**

Continuing Education

*Joann O'Leary, Ph.D., will identify interventions that can be helpful to families who have experienced a loss.*

» [Browse past events](#)

**For further information, please contact:**

The Institute for Parenting

Linen Hall, Lower Level Room 8

p - 516.237.8513

e - [theinstitute@parenting.adelphi.edu](mailto:theinstitute@parenting.adelphi.edu)

Institute for Parenting: Adelphi University | Linen Hall | Lower Level | Room 8 | 5 South Avenue | P.O. Box 701 | Garden City, NY 11530-0701 | 516.877.3660

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### Therapeutic Services

Early relationship support to help parents develop healthier relationships with their 0-5 year olds

[See therapeutic parenting services](#)

### Continuing Education Workshops

Strengthen your knowledge and professional skills across disciplines.

[View upcoming workshops](#)

### Nassau County Babies Can't Wait

Addresses developmental needs of 0-5 year olds in foster care

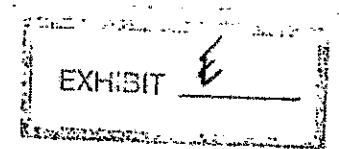
[Learn about Babies Can't Wait](#)

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## INSTITUTE FOR PARENTING

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## News and Press

Keep up with the latest news about the Institute for Parenting.

October 16, 2015

Institute for Parenting Director on Mental Health Issues in  
School Children  
General News

*Marcy Seifer was interviewed for an article about programs that provide  
private mental health services on school grounds.*

August 25, 2014

Grant Awarded to Adelphi University to Support the Infant  
Mental Health and Developmental Practice Project  
General News

*Adelphi's grant-funded IMH-DP project will prepare graduate students to  
serve young children with special needs*

May 21, 2015

Institute for Parenting Program Honored with "What's Great  
in Our State" Award  
News

*Adelphi University honored by New York State for addressing issues with  
children's mental health*

November 5, 2014

Nassau Thrives and the The "I'm Here For You Now" Book  
Project on Fox News  
News

*Candida Cuchara was on Fox's Good Day New York to discuss how  
Nassau Thrives helps families affected by Superstorm Sandy.*

October 10, 2014

Adelphi University Institute for Parenting Plays a Central Role  
in Helping Families Recover and Thrive  
Media Advisory

*Nassau Thrives offers assistance to early care and education settings  
impacted by Superstorm Sandy at no cost*

July 7, 2014

Adelphi University appoints Dr. Elizabeth Gross Cohn  
Director of the Center for Health Innovation  
News

*Dr. Cohn returns to Adelphi from Columbia University*

September 17, 2013

In This Week's News: September 7-13, 2013  
In The News

*Michael Hingson 'Thunder Dog', John J. Phelan Jr. Fellow, Cara Lynch  
exhibit, Jacqueline Carabuke and Kristina Sharoff in NY Post*

May 8, 2013

## Therapeutic Services

Early relationship support to help  
parents develop healthier relationships  
with their 0-5 year olds

See therapeutic parenting services

## Nassau County Babies Can't Wait

Addresses developmental needs of  
0-5 year olds in foster care

Learn about Babies Can't Wait

## Parent Education & Guidance Training

For parent educators and/or clinicians  
who work with parents

Learn about this 1-year program

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Doreen Downs Miller, M.B.A. '86, to Receive Honorary  
Doctorate from Adelphi University  
News

*Parent educator to receive honorary doctorate of humane letters*

March 14, 2013

Internationally Recognized Parent Educator Mary Sheedy  
Kucinka to Speak at Adelphi University  
News

*Two different events focused on parenting spirited children*

February 4, 2013

Training Social Workers Post-Sandy to Administer  
Psychological First Aid  
General News

*Helping people cope following a disaster*

February 2, 2012

Institute For Parenting: Supporting Healthy Social and  
Emotional Development Across the Life Span  
News

October 12, 2011

Dr. Bruce D. Perry to Speak on Assessing and Treating  
Traumatized Children  
News

*Parenting Expert*

May 2, 2011

From One Generation to the Next: Keeping Families Healthy  
Publications

*Adelphi faculty are working to keep different family generations healthy  
and productive.*

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For further information, please contact:

The Institute for Parenting

Linnet Hall, Lower Level Room 8

p - 516.237.8513

e - [institute@parenting.adelphi.edu](mailto:institute@parenting.adelphi.edu)

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COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Adelphi University

Address: One South Avenue

City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: 11-1630741

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Not For Profit Educational  
501(c)(3) 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 Listing for Board of Trustees.

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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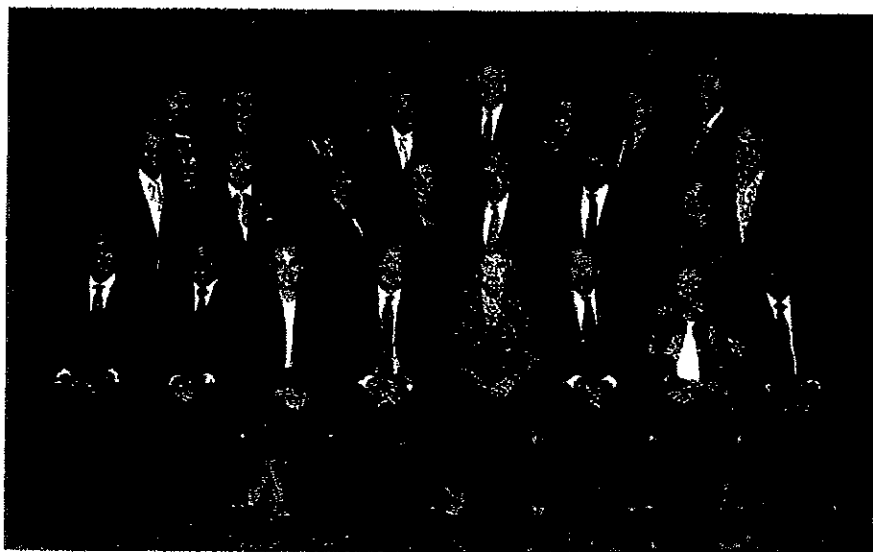
## Board of Trustees

## Our expert leadership.

The Board of Trustees delegates operational authority to the president as the University's chief executive officer with the expectations of transparency, accountability, performance, collaboration and service as the face and voice of the University.

A senior administrative team of five vice presidents reports to the president and works collaboratively to establish and achieve institutional priorities. This organizational structure provides continuous review of progress against goals and facilitates data-driven decision making.

## • Meetings schedule



Front Row L-R: Kanishka Kelshikar, Z. Paul Akbar, Lindsey K. Levine, Dennis McDonagh, Lois C. Schüssel, Jeffrey Bolton, Angela M. Jaggar, Anun Agrawal

Middle Row L-R: Patrick S. Smalley, Frank Angello (Secretary), Loretta Cangialosi, President Christine M. Riordan, Ronald B. Lee (Chairman), Charles Tolbert, Susan H. Murphy (Vice Chair), Jeffrey R. Greene

Back Row L-R: Helena Sullivan, Humera Qazi, Leonard C. Achen, Paul J. Salerno, Robert B. Willumstad, Katherine Quintana Malone, Thomas F. Motamed, William Tenet



Five Adelphi alumni joined the board of trustees in summer 2016. (Left to right): Karishka Kelshkar, B.S. '09; Katherine Quintana Malone, B.B.A. '09, M.B.A. '10; Dennis McDonagh, B.A. '78; Humera Qazi, B.B.A. '93, M.B.A.; and Leonard C. Achan, B.S. '99, M.A., R.N., A.N.P.

**Ronald B. Lee B.A. '87**  
Chairman, Board of Trustees  
Founder and Chairman Emeritus  
Lee, Nolan and Koroghlian, LLC

**Susan Murphy, Ph.D.**  
Vice-Chair, Board of Trustees  
Vice President Emerita  
Cornell University

**Frank Angello B.B.A. '77, M.B.A.**  
Secretary, Board of Trustees  
Former Chief Financial Officer  
Lighthouse International  
Former Chief Financial Officer  
JPMorgan Treasury & Securities Services Group

**Leonard C. Achan B.S. '99, M.A., R.N., A.N.P.**  
Chief Innovation Officer and Senior Vice President of Innovation and  
Business Development  
Hospital for Special Surgery

**Arun K. Agrawal, M.B.A. '12, M.D.**  
Founder, President, and CEO  
Garden City Medical Services

**Loretta Cangialosi B.B.A. '90**  
Senior Vice President and Controller  
Pfizer, Inc.

**William Fuessler**  
Global Leader Finance, Risk & Fraud  
IBM Global Business Services

**Noreen Harrington B.S. '81**  
Alternative Investments  
MD Sass

**Angela M. Jaeger B.S. '62, M.A. '63, Ph.D.**  
Retired Professor  
New York University  
School of Education

**Christine M. Jordan, Ph.D.**  
President, Adelphi University  
Ex-Officio

**Steven N. Fletcher**  
Chairman Emeritus, Board of Trustees  
Former Chairman and Chief Executive Officer  
Mechanical Technology Inc.

**Steven L. Isenberg '80 (Hon.)**  
Chairman Emeritus, Board of Trustees  
Former Publisher  
New York Newsday

**Thomas F. Motamed B.A. '71, J.D.**  
Chairman Emeritus, Board of Trustees  
Retired Chairman and Chief Executive Officer  
CNA Financial Corporation

**Iwaylo Ninov B.S. '06**  
Chief Financial Officer  
Western Management Corp

**Peter Principato B.A. '87**  
Founding Partner  
Principato-Young Entertainment

**Humera Qazi B.B.A. '93, M.B.A.**  
Managing Director  
KPMG

**Paul Salerno B.B.A. '76**  
Retired Managing Partner, Melville Office  
PricewaterhouseCoopers LLP

**Lois C. Schliesser, J.D.**  
Managing Attorney; President  
Moyer, Suozzi, English & Klein, P.C.

**Patrick S. Smalley B.A. '86**  
Executive VP and Managing Director  
MCH Group LLC

Kanishka Keshikar B.S. '08  
Investment Banking Associate  
Nomura

Laurence Kessler B.A. '85  
Founder and Co-owner  
Kessler Restaurants

Lindsay Kupferman Levine M.A. '02, Ph.D. '06  
Faculty  
Columbia University  
Department of Psychiatry, College of Physicians and Surgeons

Katherine Quinata Malone B.B.A. '89, M.B.A. '10  
Senior Global Compensation Analyst  
Latham & Watkins

Dennis McDonagh B.A. '78  
Retired Senior Managing Director and Chief Financial Officer, Real Estate  
The Blackstone Group

#### Trustees Emeriti

Richard C. Gahn

Michael J. Campbell '85

Joan S. Girgis, Ph.D.

Jeffrey R. Greene, M.B.A.

Palmina R. Grella, M.B.A. '73

John J. Gutleber B.B.A. '68, M.B.A. '70

Marc S. Strachan  
Vice President Corporate Relations, Constituent Affairs  
Diageo, NA

Helene Sullivan B.B.A. '79  
Retired Chief Financial Officer  
Save the Children

William Tenet B.A. '75, M.D.  
Medical Director  
NYU Langone Cardiovascular Associates  
Clinical Associate Professor of Medicine,  
NYU School of Medicine

Charles Tolbert, J.D.  
Attorney and Agent  
Law Offices of Charles Tolbert

Robert S. Wilmstad '05 (Hon.)  
Partner  
Bryson Global Partners

Gerry House, Ed.D.

Michael L. Lazarus '67

Horsce G. McDonell, Jr. '52, '02 (Hon.)

Leon M. Pollack '83

Marjorie Weinberg-Berman, M.S. '61

Barry T. Zeman

#### Meetings Schedule

##### 2017 Board of Trustees Meeting Dates

- 17th Annual President's Gala—Saturday, March 18, 2017
- Sunday, March 19, 2017 and Monday, March 20, 2017
- Monday, June 12, 2017
- Sunday, September 17, 2017 and Monday, September 18, 2017
- Monday, December 11, 2017

##### 2018 Board of Trustees Meeting Dates

- 18th Annual President's Gala – Saturday, March 17, 2018
- Sunday, March 18, 2018 and Monday, March 19, 2018
- Monday, June 11, 2018
- Sunday, September 30, 2018 and Monday, October 1, 2018
- Monday, December 10, 2018

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Adelphi University | 1 South Ave | P.O. Box 701 | Garden City, NY 11530-0701 | 800.ADELPHI (233.5744)

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### Executive Leadership Team

Office of the Provost

Office of the Treasurer

Office of University  
Communications and  
Marketing

Office of Enrollment  
Management

Office of External  
Relations

Division of Student Affairs

Office of University  
Advancement

Office of Diversity and  
Inclusion

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### Adelphi University Executive Leadership Team



**Sam L. Grogg, Ph.D.**  
*Interim Provost and Executive Vice  
President*

» [Office of the Provost](#)



**Timothy P. Burton**  
*Executive Vice President of Finance and  
Administration*

» [Office of the Treasurer](#)



**Perry Greene, Ph.D.**  
*Vice President for Diversity and Inclusion*

» [Office of Diversity and  
Inclusion](#)



**Kristen Capezza, M.B.A. '12**  
*Associate Vice President for Enrollment Management*

» [Office of Enrollment Management](#)



**Esther Goodcult '74, M.A. '77**  
*Associate Vice President of Student Affairs*

» [Division of Student Affairs](#)

**Joanna Templeton**  
*Associate Vice President for Brand Strategy  
and University Communications*

» [Office of University Communications  
and Marketing](#)



**Maggie Yoon Grafer '85, M.A. '08**  
*Chief of Staff*

» [Office of the President](#)

**Ann Loudon**  
*Special Assistant to the President*

» [Office of External Relations](#)

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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: 4/27/17

Signet:



Print Name: Timothy P. Burton

Title: Exec. Vice President of Finance & Administration

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. 2

THIS AMENDMENT, dated as of \_\_\_\_\_, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal office at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, New York, 11530 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQDA16000006 between the County and the Contractor, executed on behalf of the County on October 13, 2016, as amended by County contract number CLDA17000010, executed on behalf of the County on June 28, 2017 (the "Original Agreement"), the Contractor provides a project coordinator/clinical case manager for the Closer to the Crib initiative which focuses on promoting positive developmental outcomes in pre-natal to three (3) year old children of criminal offenders, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2016 to July 31, 2017, with four (4) one (1) year options to renew under the same terms and conditions, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Forty Nine Thousand and Two Hundred Fifty-Five Dollars (\$249,255.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options to renew the Original Term;

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

**1. Amendment of Term.** The Original Agreement shall be amended so that the term of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2018, subject to early termination as provided for under this Amended Agreement.



2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Fifty Five Thousand Five Hundred and Nine Dollars (\$255,509.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Five Hundred and Four Thousand and Seven Hundred Sixty Four Dollars (\$504,764.00) (the "**Amended Maximum Amount**"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix B-2.

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

[Remainder of Page Intentionally Left Blank.]

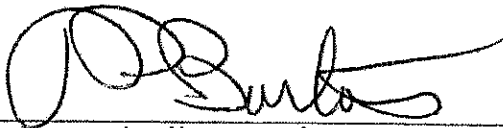
**APPENDIX B-2**  
**ADELPHI UNIVERSITY INSTITUTE FOR PARENTING**  
**CLOSER TO THE CRIB**  
**BUDGET**  
**08/01/17 – 07/31/18**

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<b><u>PERSONNEL</u></b>	<b><u>AMOUNT</u></b>
Director	
30% FTE at an annual salary of \$97,463	\$29,239
Program Director	
45% FTE at an annual salary of \$69,657	\$31,346
Clinical Coordinator	
45% FTE at an annual salary of \$67,173	\$30,228
Project Coordinator	
100% FTE at an annual salary of \$56,238	\$56,238
Clinician	
50% FTE at an annual salary of \$56,238	\$28,119
Evaluation	
5% FTE at an annual salary of \$74,643	\$3,733
Personnel Sub-Total	\$178,903
 <b><u>FRINGE BENEFITS</u></b>	
32.2% of total salary	\$57,606
 <b><u>CONTRACTUAL</u></b>	
Evaluation; Coding, Statistical Analysis, Instruments, etc.	\$10,000
 <b><u>COGNITIVE TESTING</u></b>	\$2,000
 <b><u>VIDEO EQUIPMENT</u></b>	\$500
 <b><u>TRAVEL</u></b>	
Local travel and conference travel	\$6,500
 <b>TOTAL COSTS:</b>	<b>\$255, 509</b>

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

ADELPHI UNIVERSITY  
INSTITUTE FOR PARENTING

By:   
Name: Timothy F. Barton  
Title: Exec. Vice President of Finance & Administration  
Date: June 29, 2017

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 29 day of June in the year 2017 before me personally came  
Timothy P. Burton 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  
VUP & Finance + Admin of Adelphi University, 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

DANIEL PELLICCIA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6219590  
Qualified in Nassau County  
My Commission Expires 3/29/18

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 the County  
Executive/ 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2017

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).

<b>PRODUCER</b> Crystal & Company Crystal IBC LLC 32 Old Slip New York, NY 10005	<b>CONTACT NAME:</b> Audrey Malkin <b>PHONE (A/C, No, Ext):</b> 212-344-2444 <b>FAX (A/C, No):</b> 212-509-1292 <b>E-MAIL ADDRESS:</b> audrey.malkin@crystalco.com
<b>INSURED</b> Adelphi University Attn: Mr. Russell Palmer One South Avenue Garden City, NY 11530	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Educators Insurance, a Recip <b>INSURER B:</b> Great Northern Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>ADDITIONAL INSURED</b> ADELUN	<b>NAIC #</b> 10020 20303

## COVERAGES

CERTIFICATE NUMBER: 964529920

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:		CGL201700246230	2/5/2017	2/5/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$Included \$
	<b>AUTOMOBILE LIABILITY</b> <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>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<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	71725056	2/5/2017	2/5/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is an additional insured as respects the Commercial General Liability as required under the agreement between Adelphi University - Institute for Parenting and Office of the District Attorney - Nassau County for the Services Agreement "Closer to the Crib Program" during the period of August 1, 2016 through July 31, 2017.

## CERTIFICATE HOLDER

Nassau County District Attorney  
262 Old Country Road  
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

*Crystal & Company*

## **EXHIBIT EE**

### **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**

The provisions of this Exhibit 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 Exhibit 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 Exhibit EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

As used in this Exhibit 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 Exhibit 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 Exhibit 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 Exhibit 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 Exhibit 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 Exhibit 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 Exhibit 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 Exhibit 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.

EXHIBIT 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~~<sup>financial</sup> officer of the Contractor is:

Timothy P. Burton -Exec. Vice President of Finance & Administration (name)

Adelphi University, One South Ave, Garden City, NY 11530 (Address)

516 877 3385 (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. 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:

4/25/17

Dated



Signature of Chief ~~Executive~~ Officer  
Financial

Timothy P. Burton - Exec. Vice President of Finance & Administration  
Name of Chief ~~Executive~~ Officer  
Financial

Sworn to before me this

25 day of April 2017

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

LYNN A. WOOLEVER  
Notary Public, State of New York  
Registration # 01WO5058575  
Qualified in Nassau County  
My Commission Expires April 8, 2018

Contract ID#: CQDA16000006  
CLDA17000010



Department: District Attorney

**E-143-17**

## Contract Details

SERVICE: Project Coordination  
Closer to the Crib Program

NIFS ID #: CLDA17000010 NIFS Entry Date: 04/28/17 Term: 08/01/16 to 07/31/17

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

## Agency Information

Vendor		County Department
Name Adelphi University Institute for Parenting	Vendor ID# 11-1630741	Department Contact Robert McManus Director of Office Services
Address One South Avenue P.O. Box 701 Garden City, NY 11530	Contact Person Marcy Safyer, Ph.D., LCSW-R  Phone 516 877-3060	Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501  Phone (516) 571-3354

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Log Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS App'l (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered	4/28/17 4/28/17	<i>[Signature]</i> <i>[Signature]</i>	
5/1/17	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	5/1/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
5/5/17	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	5/5/17	<i>[Signature]</i>	
1/1	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/3/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	5/19/17	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/30/17	<i>[Signature]</i>	
5/16/17	County Executive	Nourization Filed with Clerk of the Leg. <input type="checkbox"/>	5/16/17	<i>[Signature]</i>	

Contract ID#: CQDA16000006  
CLDA17000010



Department: District Attorney

## Contract Summary

<b>Description:</b> Amendment to one year agreement to provide services for the District Attorney's Office Closer to the Crib initiative.
<b>Purpose:</b> The goal of this partnership with Adelphi University's Institute for Parenting is to reduce recidivism and prevent inter-generational involvement in the criminal justice system by advancing the Closer to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.
<b>Method of Procurement:</b> RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the tremendous reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid, relevant experience, institutional capacity and proposed cost.
<b>Procurement History:</b> N/A
<b>Description of General Provisions:</b> This amendment is to add \$15,250 to the original program budget of \$234,005. This additional amount is for cognitive testing, cognitive testing materials, equipment, and conferences.
<b>Impact on Funding / Price Analysis:</b> Adds \$15,250 to original contract amount of \$234,005 in N.Y. State forfeiture funds.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	1B
Object:	DE
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$15,250.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$15,250.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$15,250
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$15,250.00</b>

Document Prepared By: R. McManus

Date: 04/28/17

NYS Certification		Controller Certification	County Executive Approval
I certify that this document was accepted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriate fund to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>		Name: <u>[Signature]</u>	Date: <u>5/16/17</u>
Date: <u>5/31/17</u>		Date: <u>5/30/2017</u>	E #: <u>(For Office Use Only)</u>

E-143-17

RULES RESOLUTION NO. 201-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S  
OFFICE, AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6-26-17  
VOTING:  
aye 7 nay 0 abstained 0 recused 0  
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Adelphi University Institute for Parenting, to provide comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib 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 authorize the County Executive to execute the amendment to an agreement with Adelphi University Institute for Parenting

CQDA16000006  
CLDA17000010

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: Adelphia University Institute for Parenting

CONTRACTOR ADDRESS: One South Ave., P.O. Box 701, Garden City, NY 11530

FEDERAL TAX ID #: 11-1630741

**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 10/13/16. 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 an RFP was issued on 05/26/16. One (1) proposal was received and evaluated. The evaluation committee consisted of three members of the District Attorney's Office staff. As a result of this evaluation, the proposal was accepted. 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

05/01/17  
\_\_\_\_\_  
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

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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 District Attorney's Office having its principal office at 262 Old Country Road, Mineola, New York 11501 (hereinafter "Department") and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal office at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, NY 11530 (the "Contractor" or the "Recipient").

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

WHEREAS, pursuant to County contract number CQDA16000006 between the County and the Contractor, executed on behalf of the County on October 13, 2016 (the "Original Agreement"), the Contractor provides services which consist of comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib program conducted by the Department. These services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2016 until July 31, 2017, subject to early termination as provided for under the Original Agreement, provided that the County at its sole discretion may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year terms (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Hundred and Thirty-Four Thousand and Five Dollars (\$234,005.00) (the "Maximum Amount");


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

**Section 1: Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Fifteen Thousand and Two Hundred and Fifty Dollars (\$15,250.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this amendment (the "Amended Agreement"), shall be Two Hundred and Forty-Nine Thousand and Two Hundred and Fifty-Five Dollars (\$249,255.00), (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix B-1.

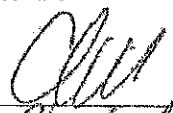
**Section 2: Full Force and Effect.** All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

ADELPHI UNIVERSITY  
INSTITUTE FOR PARENTING

By:   
Name: Timothy P. Burton  
Title: Exec. Vice President of Finance & Administration  
Date: April 25, 2017

NASSAU COUNTY

By:   
Name: Charles Roberto  
Title: County Executive  
☒ Deputy County Executive  
Date: 7/11/17

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 25 day of APRIL in the year 2017 before me personally came TIMOTHY P. BURTON 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 EVP OF FINANCE & ADMIN of ADELPHI UNIVERSITY, 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



LYNN A. WOOLEVER  
Notary Public, State of New York  
Registration # 01WO5058575  
Qualified in Nassau County  
My Commission Expires April 8, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 11 day of JULY in the year 2017 before me personally came Charles Biondo 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 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

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County  
Commission Expires February 18, 2019

**APPENDIX B-1**  
**ADELPHI UNIVERSITY INSTITUTE FOR PARENTING**  
**CLOSER TO THE CRIB**  
**BUDGET**

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<u>PERSONNEL</u>	<u>FUNDING</u>
Director	
25% FTE 08/01/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	\$36,250
Program Director	
25% FTE 08/01/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	\$25,908
Clinical Coordinator	
25% FTE 08/01/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	\$24,984
Project Coordinator	
100% FTE 08/03/16 – 07/31/17	\$54,219
Clinician	
25% FTE 10/25/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	<u>\$27,923</u>
Sub-Total	\$169,284
 <u>FRINGE BENEFITS</u>	
29% of total salary	\$49,092
 <u>CONTRACTUAL</u>	
Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$11,879
 <u>COGNITIVE TESTING</u>	
Ten patients at \$750 per patient	\$7,500
 <u>COGNITIVE TESTING MATERIALS</u>	
	\$1,750
 <u>TRAVEL</u>	
Conferences	\$2,368
Mileage – Local travel for homes visits at Nassau County rate	<u>\$500</u>
(\$0.54 per mile)	
Sub-Total	\$2,868
 <u>EQUIPMENT</u>	
Video Equipment and Installation	\$3,632
 <u>SUPPLIES</u>	
Two (2) Desktop Computers (at \$750 each)	\$1,500
One (1) Desktop Printer (at \$400)	\$400
Copy/Printing/Duplication	\$350
General Office Supplies and Materials	<u>\$1,000</u>
Sub-Total	\$3,250

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**TOTAL COSTS:** **\$249,255**

Contract ID#: CQDA16000006



**E-210-16**  
Department: District Attorney

**Contract Details**

**SERVICE: Project Coordination**  
**Closer to the Crib Program**

NIFS ID #: CQDA16000006

NIFS Entry Date: 07/29/16 Term: 08/01/16 to 07/31/17

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

**Agency Information**

Vendor		County Department
Name Adelphi University Institute for Parenting	Vendor ID# 11-1630741	Department Contact Robert McManus Director of Office Services
Address One South Avenue P.O. Box 701 Garden City, NY 11530	Contact Person Marcy Safyer, Ph.D., LCSW-R	Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501
	Phone 516 877-3060	Phone (516) 571-3354

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd. Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	7/29/16 8/10/16 <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	8/3/16 <i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
8/2/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	8/2/16 <i>[Signature]</i>	
8/2/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	8/2/16 <i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/26/16	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	8/26/16 <i>[Signature]</i>	
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	9/28/16 <i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	10/15/16 <i>[Signature]</i>	
9/9/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	9/9/16 <i>[Signature]</i>	



## Contract Summary

<b>Description:</b> One year agreement to provide services for the District Attorney's Office Closer to the Crib initiative.
<b>Purpose:</b> The purpose of this agreement is to reduce recidivism and prevent inter-generational involvement in the criminal justice system by advancing the Closer to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.
<b>Method of Procurement:</b> RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the tremendous reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid, relevant experience, institutional capacity and proposed cost.
<b>Procurement History:</b> N/A
<b>Description of General Provisions:</b> This agreement between the Nassau County District Attorney's Office and Adelphi University's Institute for Parenting is for a project coordinator/clinical case manager for a program focused on supporting positive developmental outcomes in pre-natal to 3 year old children of criminal offenders as part of the closer to the Crib initiative.
<b>Impact on Funding / Price Analysis:</b>
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	1B
Object:	DE
Transaction:	CQ

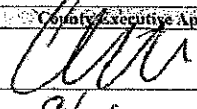
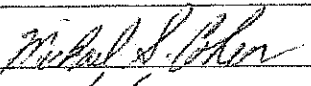
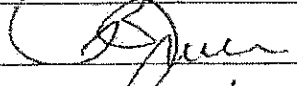
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$234,005.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$234,005.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$234,005.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$234,005.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 08/01/16

<b>NIPS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIPS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 9/9/16
Date: 10/6/2016	Date: 10/6/16	E #:



E-210-16

RULES RESOLUTION NO. 347-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DISTRICT ATTORNEY AND ADELPHI UNIVERSITY  
INSTITUTE FOR PARENTING

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-26-16  
Yea 6 Nays 0 Absent 0 Recused 0  
Legislators present 6

WHEREAS, the County has negotiated a personal services agreement with Adelphi University Institute for Parenting to provide comprehensive assessment, case management, referrals and evidence-based treatment oversight for Closer to the Crib program conducted by the Department, 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 Adelphi University Institute for Parenting.

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: Adelphia University Institute for Parenting

CONTRACTOR ADDRESS: One South Ave., P.O. Box 701, Garden City, NY 11530

FEDERAL TAX ID #: 11-1630741

**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 05/26/16. 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 06/17/16. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the District Attorney's Office staff. As a result of this evaluation, the proposal was accepted.

**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

08/01/16

Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 03/16*

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of 2016 (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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal address at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, NY 11530 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. **Term.** This Agreement shall commence on August 1, 2016, and terminate on July 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"),

2. **Services.** The services provided by the Contractor under the Agreement shall consist of comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib program conducted by the Department. These services are more fully described in the attached Appendix A.

Closer to the Crib is a program focused on supporting positive developmental outcomes in pre-natal to 3 year old children of criminal offenders. Supporting a healthy environment and reducing the effects of toxic stress for such children will reduce the likelihood that they will become involved with the criminal justice system later in life. The program is intended to support the healthy development of the brain in 0-3 year old children by establishing a solid foundation for positive relationships leading to improved short and long term physical and psychological health and well-being, improved school readiness and increased learning ability. The goal of the program is to create healthier individuals, stronger families and safer communities.

3. **Payment.** (a) **Amount of Consideration.** The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Hundred and Thirty-Four Thousand and Five 00/100 Dollars (\$234,005.00), payable in accordance with the attached budget, Appendix B.

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

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

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

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

(f) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal government 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.

(g) Reallocation Among Line Items. The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

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

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

6. **Compliance With Law.**

(a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("**Information**") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the 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 Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used

solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

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

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

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

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

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

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



9. **Insurance.** (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim 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 claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. 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 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. **Licensure and Accreditation.** At all times during the term of this Agreement, Contractor shall (a) maintain in good standing all applicable licenses, certifications and registrations required for Provider to furnish services hereunder.

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 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.

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.** (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 supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of 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, 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.

ADELPHI UNIVERSITY  
INSTITUTE FOR PARENTING

By:   
Name: Timothy P. Burton  
Title: Exec. Vice President of Finance & Administration  
Date: July 27, 2016

NASSAU COUNTY

By:   
Name: Charles Ribicoff  
Title: County Executive  
☒ Deputy County Executive  
Date: 10/12/16

PLEASE EXECUTE IN BLUE INK

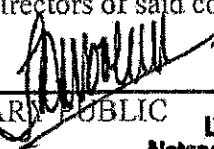
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 22 day of July in the year 2016 before me personally came TIMOTHY P BURTON to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of SUFFOLK; that she is the EXEC. VP OF FINANCE & ADMINISTRATION of ADELPHI UNIVERSITY, the corporation described herein and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

  
**LYNN A. WOOLEVER**  
Notary Public, State of New York  
Registration # 01WO5058575  
Qualified in Nassau County  
My Commission Expires April 8, 2018

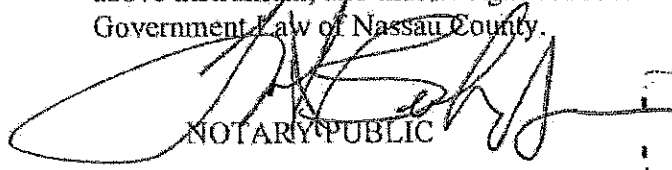
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 13<sup>th</sup> day of October in the year 2016 before me personally came CHARLES RISORDO to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of NASSAU; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

  
**FRANCIS X. BECKER II**  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County  
Commission Expires February 18, 1999

2019

**APPENDIX A**  
**ADELPHI UNIVERSITY INSTITUTE FOR PARENTING**  
**CLOSER TO THE CRIB**

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**PRINCIPAL DUTIES AND RESPONSIBILITIES**

1. Implement all assessment and screening for referral and treatment planning. Use as aggregate data for the overall evaluation of the program.
2. Assure that the quality of assessment and screening is impeccable.
3. Ensure that all documentation related to the provision of assessments are completed in accordance with established policies and procedures and all records of assessments are accurately maintained and current.
4. Ensure that all ongoing assessments and screenings take place in a timely manner.
5. Complete reports related to each of these assessments and observations.
6. Examine ongoing assessment results and recommend changes in services or treatment and case plans as indicated.
7. Assist in the development of a quality assurance system.
8. Participate in the development of appropriate data collection tools, i.e. intake and evaluation assessment.
9. Participate in internal and external committees for the Closer to the Crib initiative and other agency meetings as needed.
10. Participate in providing consultation and support to other staff as needed e.g., to debrief about difficult situations.
11. Establish and maintain a supportive relationship with families and children in the program.
12. Make regular home visits with families as dictated by the protocol and supervision.
13. Work closely with the criminal justice system and community-based family support organizations that serve as partners with the Closer to the Crib project.
14. Collect relevant data for evaluation of the program and participants. This will include the collection of baseline data as well as data to be collected during the offender's tenure in the program and after the offender has completed the program.
15. Develop a service plan for the family. Service plans will be reviewed and approved by the Executive Assistant District Attorney.
16. Maintain accurate and up-to-date case files.
17. Identify and link clients to supportive services.
18. Monitor parent/child relationship and parental progress in meeting child's needs by speaking regularly with therapists, counselors, and/or any individual or organization that is providing support and/or services to the child, parent and family participating in program.
19. Ensure that offenders are enrolled and participating in treatment as needed.
20. Meet with clients weekly or bi-weekly for the length of the program i.e., minimum of twelve months, maximum of eighteen months.
21. Prepare written status reports to responsible criminal justice system entities regarding client's progress.
22. Follow up with schools, therapists and other professionals involved with the family on an as-needed basis.
23. Attend relevant trainings, workshops and seminars.
24. Perform all other relevant duties as assigned by supervisor.

**APPENDIX B**  
**ADELPHI UNIVERSITY INSTITUTE FOR PARENTING**  
**CLOSER TO THE CRIB**  
**BUDGET**

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**PERSONNEL**

**FUNDING**

Director (25% FTE at annual salary of \$94,619)	\$23,655
Program Director (25% FTE at annual salary of \$67,624)	\$16,906
Clinical Coordinator (25% FTE at annual salary of \$65,213)	\$16,303
Project Coordinator (100% FTE at annual salary of \$55,000)	\$55,000
Clinician (100% FTE at annual salary of \$55,000)	<u>\$55,000</u>
Sub-Total	\$166,864

**FRINGE BENEFITS**

29% of total salary	\$48,391
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**CONTRACTUAL**

Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$15,000
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**TRAVEL**

Mileage – Local travel for homes visits at Nassau County rate (\$0.54 per mile)	\$500
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**SUPPLIES**

Two (2) Desktop Computers (at \$750 each)	\$1,500
One (1) Desktop Printer (at \$400)	\$400
Copy/Printing/Duplication	\$350
General Office Supplies and Materials	<u>\$1,000</u>
Sub-Total	\$3,250

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<b>TOTAL COSTS:</b>	<b>\$234,005</b>
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NASSAU COUNTY LEGISLATURE

NORMA GONSALVES

PRESIDING OFFICER

FULL LEGISLATIVE SESSION

County Executive and Legislative Building

1550 Franklin Avenue

Mineola, New York

Monday, September 25, 2017

1:19 P.M.

1

2     A P P E A R A N C E S:

3

4     LEGISLATOR NORMA L. GONSALVES

5             Presiding Officer

6             13th Legislative District

7

8     LEGISLATOR RICHARD J. NICOLELLO

9             Deputy Presiding Officer

10            9th Legislative District

11

12    LEGISLATOR HOWARD KOPEL

13            Alternate Presiding Officer

14            7th Legislative District

15

16    LEGISLATOR KEVAN ABRAHAMS

17            Minority Leader

18            1st Legislative District

19

20    LEGISLATOR SIELA BYNOE

21            2nd Legislative District

22

23    LEGISLATOR CARRIE SOLAGES

24            3rd Legislative District

25

1

2     LEGISLATOR DENISE FORD

3             4th Legislative District

4

5     LEGISLATOR LAURA CURRAN

6             5th Legislative District

7

8     LEGISLATOR C. WILLIAM GAYLOR III

9             6th Legislative District

10

11    LEGISLATOR VINCENT T. MUSCARELLA

12            8th Legislative District

13

14    LEGISLATOR ELLEN BIRNBAUM

15            10th Legislative District

16

17    LEGISLATOR DELIA DERIGGI-WHITTON

18            11th Legislative District

19

20    LEGISLATOR JAMES KENNEDY

21            12th Legislative District

22

23    LEGISLATOR LAURA SCHAEFER

24            14th Legislative District

25

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2     LEGISLATOR ANDREW DRUCKER

3             16th Legislative District

4

5     LEGISLATOR ROSE WALKER

6             17th Legislative District

7

8     LEGISLATOR DONALD MACKENZIE

9             18th Legislative District

10

11    LEGISLATOR STEVEN RHOADS

12             19th Legislative District

13

14    MICHAEL PULITZER

15             Clerk of the Legislature.

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1 Full Leg - 9-25-17

2 LEGISLATOR GONSALVES: Legislator  
3 Gaylor would you lead us in the pledge.

4 (Whereupon Pledge of Allegiance was  
5 recited.)

6 LEGISLATOR GONSALVES: Thank you  
7 Legislator Gaylor.

8 Each month, ladies and gentlemen,  
9 the Nassau County Legislature recognizes  
10 members of the Nassau County Police Department  
11 and this month is no different. So, we are  
12 privileged today to honor two members of the  
13 police department's marine bureau. I'm going  
14 to ask -- where is the PBA president? -- to  
15 please come up and introduce the two  
16 honorees. And I believe is the commissioner  
17 is here as well? I will join you and I see  
18 the two gentlemen who are being recognized  
19 today. Mr. McDermott.

20 MR. MCDERMOTT: Good afternoon.  
21 We are here today to recognize the good work  
22 done by police officers Joseph Weller and  
23 Timothy Waterbury, both from the marine  
24 bureau.

25 On June 9th at approximately 10:30

1                   Full Leg - 9-25-17  
2   p.m. while on routine patrol in the Long  
3   Island Sound officers Weller and Waterbury  
4   received a radio assignment for the area of  
5   Center Island Beach. 911 operators received  
6   several calls that three fishermen somehow  
7   capsized their 14 foot canoe and were clinging  
8   to the overturned craft in frigid waters and  
9   strong currents.

10                   Within minutes Marine Two was on  
11   the scene fighting darkness and currents.  
12   Officer Weller was captaining the vehicle and  
13   he was maneuvering around a treacherous rock  
14   jetty in order for officer Waterbury to be  
15   able to pull the three victims out of the  
16   water and to safety. Once they got them on  
17   board the victims were transported to the  
18   hospital and were treated for hypothermia.

19                   The police officer marine two  
20   performed heroically. They responded quickly  
21   to the scene and took immediate action, and  
22   because of their training and experience saved  
23   three men's lives and we are proud to honor  
24   them as legislative top cops. Thank you.

25                   I just want to take this moment in

1 Full Leg - 9-25-17

2 time to speak about things like NIFA reports  
3 where they decide that we can cut things and  
4 one of the things is the marine bureau was  
5 mentioned. This is just one water rescue that  
6 happens. It was brought to light because of  
7 the treacherousness of the area in which they  
8 were responding. They do this all the time  
9 and it just doesn't make it to print, doesn't  
10 make it to the media. I want everyone here to  
11 know that is what these guys do, and to lose  
12 something like the marine bureau because of a  
13 report is ridiculous. We live on an island.  
14 We have water on both shores. I don't want to  
15 make it all about a NIFA report, but this is  
16 what these guys do and I want to say thank you  
17 guys for your great work. And thank you very  
18 much for honoring our guys once again.

19 LEGISLATOR GONSALVES:

20 Commissioner Ryder.

21 COMMISSIONER RYDER: Thank you  
22 for taking the time out of your schedule today  
23 to honor our cops. As we were walking up you  
24 called where am I and Joe Weller pushes me  
25 into the inside. I said "Joe, they're not

1 Full Leg - 9-25-17

2 here to honor me, they're here to honor you."  
3 And then he ends it with thank you. Our men  
4 and women that serve this county are very  
5 humble. They go out and do their jobs just  
6 like everybody else does every single day.  
7 Sometimes we take some beatings in the media,  
8 but the men and women go out there and take  
9 care of the 1.3 million people of this county  
10 and they do it as professionals and they do it  
11 with gratitude and are thankful for the  
12 support they get from this board. Because I  
13 tell them without the support from this board  
14 we get nothing done.

15 I'd first like to say thank you for  
16 that support. Thank both of these two men for  
17 the courageous work that they've done and  
18 hopefully they will be with us for a long time  
19 and continue to do more of that service for  
20 the people of Nassau County. Thank you.

21 MR. WATERBURY: On behalf of  
22 officer Weller and myself I would like to  
23 thank the legislature, the PBA and the  
24 department for this acknowledgment. Thank  
25 you.



1 Full Leg - 9-25-17

2 LEGISLATOR GONSALVES: I'm  
3 assuming you're Timothy then. And Joseph  
4 would you like to say anything?

5 MR. WELLER: I also want to thank  
6 everybody. I believe our unit does a very  
7 good job and it's nice to be acknowledged  
8 every so often. It's a nice feeling because  
9 our guys in our unit do a real good job. Is  
10 there a lot of down time? Yeah. But when it  
11 hits the fan they come alive and they do a  
12 very good job and the public sees it and we  
13 need to be out there. I think we need more  
14 guys on patrol for the waterways.

15 Also education. A lot of public  
16 needs to be educated. Safety courses. The  
17 less things happen out there they're a little  
18 sharper unless issues will occur. But thank  
19 you and thank you so much.

20 LEGISLATOR GONSALVES: Thank you  
21 Joseph. Thank you Timothy. And thank you  
22 commissioner and thank you Jim. Now it's  
23 picture taking time. So I guess -- Legislator  
24 MacKenzie has something to say.

25 LEGISLATOR MACKENZIE: I wanted

1 Full Leg - 9-25-17

2 to join everyone in thanking the officers for  
3 what they did. I represent the area of Oyster  
4 Bay and the surrounding communities and grew  
5 up there. And the waterways up there are  
6 constantly active between clammers and  
7 oystermen who work late into the year. We  
8 have many high schools and private groups that  
9 have rowing organizations within the bay,  
10 beyond the people who also are just there  
11 casually fishing and rowing and many people  
12 are there throughout the year. When they see  
13 the weather like a day like today how  
14 beautiful it is outside they may not realize  
15 how cold the water is. And the fact that even  
16 though it's 80 in the air the water is much  
17 colder and they can fall in and fall victim to  
18 hypothermia very quickly. And without the  
19 officers quick actions this could have turned  
20 into a tragedy, and we've had those in the  
21 past and we recognize the importance of what  
22 you guys do every day and we thank you for  
23 it. I think everyone here joins me it that  
24 thank you.

25 LEGISLATOR GONSALVES: On behalf

1                   Full Leg - 9-25-17  
2       of the Nassau County Legislature we have  
3       citations for both of the officers. Now I'm  
4       going to ask the officers to join us here for  
5       a photo opportunity.

6                   Ladies and gentlemen, before we go  
7       into the points of personal privilege I'm  
8       going to ask my colleagues -- I don't have  
9       your attention -- thank you -- I'm going to  
10      ask my colleagues to join me with another  
11      moment of silence for Craig Craft. We did  
12      recognize his passing during the committee  
13      sessions but I think since we are all here now  
14      it would be a good thing that we all join in  
15      this moment of silence for Craig Craft.

16                  Thank you very much.

17                  I have a point of personal  
18      privilege which I think all of us here on this  
19      body will share wholeheartedly in this point  
20      of personal privilege. The individual that we  
21      are going to be recognizing today is John  
22      Anthony Priest. John Anthony is a 23 year old  
23      resident of East Meadow. He's a graduate of  
24      East Meadow High School and a very active  
25      member of the East Meadow Fire Department.

1 Full Leg - 9-25-17

2 John Anthony is employed by Nassau County as a  
3 mechanic in the DPW Fleet Service Bureau.

4 On April 10, 2012 John Anthony, his  
5 sister Jamie and their parents, John and  
6 Barbara, suffered the sudden and devastating  
7 death of their brother and son Robert, who I  
8 also knew. Robert lost his life to a heroin  
9 overdose. While coping with a loss such as  
10 this is difficult and will always be  
11 difficult, John Anthony has tried to make  
12 something positive to come out of it. On his  
13 own initiative he met with the administration  
14 of his former high school, and after some  
15 negotiation, he was able to arrange to return  
16 to the high school to do a presentation on the  
17 dangers of heroin.

18 In the last three years, twice a  
19 year, John takes off from work with the county  
20 and spends two full days at East Meadow High  
21 School where he meets with every health  
22 education class and shares the story of his  
23 brother's death, teaches about the dangers of  
24 heroin and how heroin becomes so addictive.  
25 And even one time experimenting with heroin

1 Full Leg - 9-25-17

2 will be enough to cause someone his or her  
3 life. John Anthony feels that a person his  
4 age can better present this message to kids  
5 who are basically the same age.

6 Over the past three years his  
7 presentation has been given very high praise  
8 by the teachers and administration of East  
9 Meadow High School and we're sure that his  
10 work has had a positive, tremendous affect on  
11 the youth of our community.

12 I would like to present to you,  
13 John Anthony Priest, and his dad John Priest,  
14 to receive a citation and to share some of his  
15 inner thoughts with us. And I remember the  
16 day when his brother Robert overdosed.

17 MR. J. PRIEST: Thank you.  
18 Ladies and gentlemen I would like to thank you  
19 for this recognition. It means a lot to me.  
20 I would like to thank my parents, my sister.  
21 Without their support it's impossible. Also  
22 the East Meadow School District for allowing  
23 me to present and talk to the students. I  
24 feel it impacted them very much and I hope it  
25 did.

1 Full Leg - 9-25-17

2 LEGISLATOR GONSALVES: I know it  
3 did and it will continue to make an impact.  
4 Sometimes they need to talk to people close to  
5 their own age and they tend to listen. I  
6 remember the day when your brother did  
7 overdose, and unfortunately, experimentation  
8 did not work well for him and this is what we  
9 have to say to our young people.

10 I remember in 2012 -- and ex-chief  
11 of the East Meadow Fire Department please join  
12 John Anthony. I remember when Chief Priest at  
13 that time talked to me about the loss of his  
14 son. I said we're not going to let this go  
15 unless we do something. Something that will  
16 certainly help maybe not alleviate the problem  
17 but at least to lessen the problem. I think  
18 Chief you remember that conversation.

19 MR. PRIEST: I remember it will.

20 LEGISLATOR GONSALVES: It's  
21 something that I think a promise was made and  
22 a promise was kept. Am I correct?

23 MR. PRIEST: I'd like to think  
24 so.

25 LEGISLATOR GONSALVES: Now, I

1 Full Leg - 9-25-17

2 have them on pins and needles. What promise  
3 was made? John, do you want to share it?

4 MR. PRIEST: We promised we would  
5 find a way of fighting through this and  
6 finding a way of educating the people not only  
7 of this community. Obviously my wife Barbara  
8 and our family are proud of John. And you all  
9 know that I work with the county's program  
10 with some very, very dedicated volunteers on  
11 the Narcan training. John works in the  
12 training hopefully with prevention. And I  
13 know and you all know that there are going to  
14 be changes come January. It's part of life.  
15 But we've received support from both sides and  
16 strong support from both sides of the aisle  
17 for the heroin, for the opioid education and  
18 Narcan program and we are very, very pleased  
19 and very happy for that support and we hope  
20 that in the new year that we will continue to  
21 receive the same support and I know we will  
22 because it's just that important.

23 LEGISLATOR GONSALVES: You can  
24 count on it I'm sure.

25 MR. PRIEST: I thank both sides

1 Full Leg - 9-25-17

2 and all the members who have helped me in our  
3 program. And again, today is John's day not  
4 mine. We will leave it at that.

5 LEGISLATOR GONSALVES: I have to  
6 say, John Anthony, you have gotten a great  
7 deal of help from the Nassau County Police  
8 Department and they have programs in the  
9 schools throughout Nassau County educating our  
10 young people with the problem of drug  
11 overdose. And I have to say thank you to the  
12 police department as well for their vigorous  
13 energy in getting as much help out there as  
14 possible. I'm sad but guess what Anthony?  
15 I'm very, very proud, extremely proud of you,  
16 John Anthony, for doing what you're doing and  
17 I know you will continue to do it. And mom  
18 thank you so much. I know it's not easy. And  
19 sister Jamie thank you so much and continued  
20 success.

21 I have a citation on behalf of the  
22 Nassau County Legislature to present to you to  
23 remind you that you are in good hands not only  
24 with your parents but with this body here. So  
25 continue your efforts and hopefully one day



1 Full Leg - 9-25-17

2 John Anthony, and with two names that I hold  
3 very dearly, John and Anthony, I know we are  
4 going to make a difference. Thank you again  
5 on behalf of this body. John, this time we  
6 will take a picture with you down there.

7 We have one more point of personal  
8 privilege and this time it's Legislator Rose  
9 Walker who would like to present the  
10 individual for a job well done.

11 LEGISLATOR WALKER: Thank you  
12 Legislator Gonsalves. And although I am the  
13 one doing the point of personal privilege, it  
14 really does involve each and every one of us  
15 in our districts.

16 I'm honored today to give special  
17 recognition to Dr. Eisenstein and the entire  
18 staff at Nassau County Department of Health.  
19 Last week the Department of Health was  
20 notified that they achieved national  
21 accreditation by the Public Health  
22 Accreditation Board. This is an incredible  
23 milestone as they are the first large local  
24 health department in New York State to achieve  
25 this prestigious distinction since its

1 Full Leg - 9-25-17

2 national launch in 2011.

3 This accomplishment is the  
4 culmination of over five years of hard work,  
5 dedication and commitment of the Department of  
6 Health staff. This achievement recognizes  
7 that the Department of Health meets and most  
8 often exceeds the rigorous standards  
9 established by the Public Health Accreditation  
10 Board. Public Health Accreditation signifies  
11 that Nassau County Department of Health is  
12 committed to continuous quality improvement so  
13 that the residents of this county receive the  
14 highest level of public health services. This  
15 national accreditation demonstrates that the  
16 health department is dedicated to promoting  
17 and protecting the health of the residents of  
18 this great county.

19 I am equally proud to announce that  
20 once again this year the Department of Health  
21 received a national model practice and two  
22 promising practice awards from the National  
23 Association of County and City Health  
24 Officials.

25 To date, the Department of Health

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2 has received an astounding 17 national awards,  
3 making them the most award-winning health  
4 department in all of New York State. We are  
5 truly blessed to have a commissioner like Dr.  
6 Eisenstein. Certainly all his staff.

7 And on a personal note, I'm sure I  
8 can say it for all the other legislators, no  
9 matter when we call your office or reach out  
10 to your staff they're here to help us and make  
11 things better for the health and to our Nassau  
12 County residents. Thank you so much.

13 And Dr. Eisenstein, if you would  
14 please come forward.

15 DR. EISENSTEIN: My staff should  
16 come up and join me. Thank you Legislator  
17 Walker. Thank you to the entire legislature.  
18 I am blessed and lucky that I get to stand in  
19 front of you and hear such nice words. But  
20 the fact is this is the executive staff of the  
21 Nassau County Department of Health. And when  
22 people say how have you done it? How have you  
23 won more model practice awards than the rest  
24 of all of the health departments in New York  
25 State combined? I will repeat that. We have

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2 won more national practice awards than the  
3 rest of the local health departments in New  
4 York State, including New York City,  
5 combined. And the answer is standing right  
6 behind me.

7 I have a team of rock stars and  
8 they do lifesaving work. Whether it's  
9 protecting our residents from micro organisms,  
10 making sure that our water or air is safe,  
11 making sure that social justice is  
12 continuously on the tips of our tongues, these  
13 are the leaders that do that. We are so  
14 extremely proud. We made the decision to go  
15 for accreditation. Thousands of hours have  
16 gone into becoming and accredited health  
17 department. We are the only large health  
18 department in New York State accredited. We  
19 are the only suburban large health department  
20 in the entire northeastern United States  
21 accredited. We believe that it's going to  
22 position us better when it comes to achieving  
23 federal grants in the future. We think it's a  
24 matter of survival.

25 I envision down the road that other

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2 health departments are mandated to do it and  
3 we are going to be the leaders in the field  
4 and we always do what we think is best for our  
5 residents and this is an example.

6 I just want to acknowledge quickly,  
7 the executive staff is wonderful. Our two  
8 accreditation coordinators, Dr. Tavera Buchman  
9 and Selena Cabayo, who have done thousands of  
10 hours working on this are here.

11 When we originally were invited  
12 here it was for our model practice awards and  
13 timing was very lucky that we got our  
14 accreditation last week.

15 Mark Rothstein, one of our  
16 sanitarians, authored this year's model  
17 practice award. And Andy Simone, who you've  
18 known as our director of Public Health  
19 Preparedness. She has a staff of two in  
20 Public Health Emergency Preparedness but when  
21 a storm or disaster occurs she immediately  
22 becomes the leader of our entire department  
23 and we have seen her amazing work during  
24 Hurricane Sandy and at other times. She  
25 authored one of the promising practices.

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2 Just very appreciative of all that  
3 you do for us and we're so thrilled about this  
4 because we feel that the legislature and our  
5 residents should know the great work that is  
6 coming out of our department. Thank you for  
7 the acknowledgment.

8 From the bottom of my heart to my  
9 staff thank you. This was not easy. It was  
10 thousands of hours of work and a lot of emails  
11 and meetings and late meetings. We also got a  
12 lot of before. In order to become accredited  
13 you have to take care of things including  
14 branding and facility. So we received a lot  
15 of help from our partners at public works and  
16 from our partners in IT. And quite frankly,  
17 we can't do this without the support of all of  
18 our elected officials. So I thank you all.

19 LEGISLATOR WALKER: Thank you Dr.  
20 Eisenstein and certainly all your staff. I'm  
21 going to ask if we can all go down and take a  
22 photo with the group. Probably easier for us  
23 to come down there. Not room for all of us  
24 and you up here.

25 LEGISLATOR GONSALVES: Mr.

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2 Pulitzer please call the roll.

3 MR. PULITZER: Thank you. Roll  
4 call. Deputy Presiding Officer Richard  
5 Nicoletto.

6 LEGISLATOR NICOLELLO: Here.

7 MR. PULITZER: Alternate Deputy  
8 Presiding Officer Legislator Howard Kopel.

9 LEGISLATOR KOPEL: Here.

10 MR. PULITZER: Legislator Siela  
11 Bynoe.

12 LEGISLATOR BYNOE: Here.

13 MR. PULITZER: Thank you.  
14 Legislator Carrie Solages.

15 LEGISLATOR SOLAGES: Here.

16 MR. PULITZER: Legislator Denise  
17 Ford.

18 LEGISLATOR FORD: Here.

19 MR. PULITZER: Legislator Laura  
20 Curran.

21 LEGISLATOR CURRAN: Here.

22 MR. PULITZER: Legislator C.  
23 William Gaylor III.

24 LEGISLATOR GAYLOR: Present.

25 MR. PULITZER: Legislator Vincent

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2 Muscarella.

3 LEGISLATOR MUSCARELLA: Here.

4 MR. PULITZER: Legislator Ellen

5 Birnbaum.

6 LEGISLATOR BIRNBAUM: Here.

7 MR. PULITZER: Legislator Delia

8 DeRiggi-Whitton.

9 LEGISLATOR DERIGGI-WHITTON:

10 Here.

11 MR. PULITZER: Legislator James

12 Kennedy.

13 LEGISLATOR KENNEDY: Here.

14 MR. PULITZER: Legislator Laura

15 Schaefer.

16 LEGISLATOR SCHAEFER: Here.

17 MR. PULITZER: Legislator Arnold

18 Drucker.

19 LEGISLATOR DRUCKER: Here.

20 MR. PULITZER: Legislator Rose

21 Marie Walker.

22 LEGISLATOR WALKER: Here.

23 MR. PULITZER: Legislator Donald

24 MacKenzie.

25 LEGISLATOR MACKENZIE: Here.



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2 MR. PULITZER: Legislator Steven  
3 Rhoads.

4 LEGISLATOR RHOADS: Present.

5 MR. PULITZER: Minority Leader  
6 Kevan Abrahams.

7 LEGISLATOR ABRAHAMS: Here.

8 MR. PULITZER: Presiding Officer  
9 Norma Gonsalves.

10 LEGISLATOR GONSALVES: Present.

11 MR. PULITZER: We have a quorum  
12 ma'am.

13 LEGISLATOR GONSALVES: Thank you  
14 very much Mr. Pulitzer.

15 As is customary before we begin the  
16 calendar we have 30 minutes of public comment  
17 and we ask that each individual who has  
18 submitted a slip, and I have them here, adhere  
19 to the three minute rule. And if we don't get  
20 through all of the residents who have put in  
21 the slips in the 30 minutes we remain right  
22 after the calendar to hear further comments.

23 So without any further ado, I'm  
24 going to call on the first individual. Pete  
25 Gaffney of Westbury.

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2 MR. GAFFNEY: My name is Pete  
3 Gaffney. I reside in Westbury, Long Island.  
4 I'm here on two issues. One is community  
5 policing. I've spoken about this many times  
6 before this legislative body about community  
7 policing. I haven't really heard too much.  
8 It's election season right now and officials  
9 are running for office. But really, I would  
10 like to hear from each one of the legislative  
11 body and also of our candidates that are  
12 running for office for executive legislation  
13 meeting what they feel about community  
14 policing.

15 I know financially Nassau County is  
16 not in the best shape and I know it's  
17 expensive to have community policing. But the  
18 reality is we need it just because of things  
19 that are going on on our roadways. People  
20 excessive speeding. People making illegal  
21 U-turns. It's just crazy. And it's not just  
22 one section, it's all over the place. They're  
23 not just going five miles an hour. They're  
24 pushing ten, 20 miles above the speed limit.  
25 It's crazy.

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2 I attended a police meeting back in  
3 November in Mineola and I was told that there  
4 was going to be an additional POP officer put  
5 into the Third Precinct. Currently right now  
6 they have two. So I was looking at three.  
7 That didn't happen.

8 Now I understand as of yesterday  
9 or, excuse me, as of today they've enacted an  
10 officer just to strictly write tickets.  
11 That's a basic start. We need to find a way  
12 to fund this.

13 The actual police force right now I  
14 understand that is down to levels of the  
15 1950s. That's totally unacceptable for Nassau  
16 County, which is one of the richest counties  
17 in New York. I would like to hear from each  
18 one of the legislators do something about as  
19 far as community policing. Maybe put out a  
20 statement with their thoughts. That kind of a  
21 thing. It doesn't have to be right now. I  
22 really think we need to have that.

23 The other thing I want to talk  
24 about is the county department of works. I  
25 mean, I'm not sure if they're getting their

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2 funding or the necessary resources that's  
3 needed, because when you look at some of the  
4 county roads out there it's a disaster. You  
5 look at Old Country Road for example in the  
6 left lane heading westbound from the mall all  
7 the way down to Post Avenue there's a one inch  
8 gap that's in the roadway. It's horrendous to  
9 try to drive over some of these bumpy roads.  
10 This is creating some of the problems with car  
11 accidents, frustration with people going on.

12 I just think you need to give them  
13 the necessary resources to do the job properly  
14 and then you hold them accountable. Remember  
15 our snowstorm that we just had last year, the  
16 two snowstorms? We had inches of ice on the  
17 streets for a couple of days across the board  
18 on all the county roads. The towns around us  
19 they did an exceptional job cleaning up the  
20 streets. Why can't the county do it as well?

21 LEGISLATOR GONSALVES:

22 Mr. Gaffney thank you.

23 Kathleen Spatz.

24 MR. SPATZ: Good afternoon. I'm  
25 Kathleen Spatz. I reside in South Hempstead.

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2 I've been a resident there for over 30 years.  
3 President of the South Hempstead Civic  
4 Association. And presently I am a republican  
5 candidate for Nassau County legislator LD5.

6 I would like to speak to -- the  
7 gentleman before me led me right into what I  
8 want to speak to which is the condition of  
9 Long Beach Road in the area of south  
10 Hempstead. If you travel south from the  
11 underpass of the Southern State Parkway past  
12 Covert Elementary School, even further, down  
13 into Rockville Centre, the roads there are  
14 horrendous. I've addressed this on numerous  
15 times in the past ten years with nothing  
16 getting done to that road. There is constant  
17 flooding. You just have a simple downpour, a  
18 three minute downpour, the entire area is  
19 flooded. Including the underpass of the  
20 Southern State Parkway.

21 The conditions of the sidewalks,  
22 which I understand are probably the  
23 responsibility of the residents, which I have  
24 addressed that many times also with the Town  
25 of Hempstead, the condition of the curbs, the

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2 condition of the sewers. I feel if the sewer  
3 condition was addressed it would help to  
4 eliminate a lot of the flooding that takes  
5 place in just a common downpour in that area.

6 We have children walking to school  
7 there and with the cars, with the flooding,  
8 with the cars it can be a dangerous situation  
9 having to walk around the flooding. Having  
10 the cars speeding by and splashing water all  
11 over your child as they are trying to get to  
12 school.

13 I would appreciate some  
14 investigation into this situation. The  
15 residents of South Hempstead have asked me to  
16 address this situation again. They would like  
17 to see some type of results. Thank you for  
18 listening.

19 LEGISLATOR GONSALVES: Thank you  
20 Ms. Spatz. Alex Slatky.

21 MR. SLATKY: Good afternoon  
22 everyone. My name is Alex Slatky. I'm here  
23 representing Triple A Northeast. It's a  
24 pleasure to be with you here. I'm right  
25 across the street so I figured I'd stop over.

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2 I know it's not technically the budget  
3 meetings yet, but I did want to speak about  
4 the proposed public safety fee. I know the  
5 Rules Committee will be meeting next week and  
6 two weeks after that will be the full  
7 legislature. Fortunately for me I will be at  
8 the New York State Highway Symposium up in  
9 Niagara Falls then so I wanted to make sure I  
10 got the chance to address the full  
11 legislature.

12 Obviously you know our position  
13 from last year. We strongly opposed the  
14 public safety fee last year. We continue to  
15 strongly oppose the public safety fee this  
16 year. Just what was done in the budget, this  
17 year they proposed \$64 million in the budget  
18 for the public safety fee in terms of revenue  
19 that would go to fund the police. The same  
20 was proposed last year. That got reduced to  
21 \$28 million.

22 And the initial proposal last year  
23 was \$105 on traffic, red light camera and  
24 parking tickets. It ended up being \$55 on  
25 traffic and red light camera tickets. But

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2 there's no specific proposal in the budget  
3 this year. All it says is that we need \$64  
4 million from the public safety fee. There's  
5 no actual policy that's being proposed. It  
6 doesn't suggest a particular dollar amount for  
7 the public safety fee. It doesn't say whether  
8 it should be applied to the parking violations  
9 like was suggested last year.

10 And the fact that the county wants  
11 to highlight the revenue that it needs from  
12 the public safety fee without even stating the  
13 policy that's necessary for the county to earn  
14 that windfall that sends an extraordinary  
15 clear signal that the public safety fee is  
16 purely about earning revenue and balancing the  
17 budget. It's not about sound public policy.

18 We always oppose using traffic  
19 enforcement to balance the budget. That's  
20 just something we oppose. We don't  
21 necessarily have sympathy for someone who gets  
22 a ticket for texting or speeding  
23 aggressively. But when you use fines or  
24 really fees or taxes to fund police contracts  
25 that are being collected by the police that's



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2 just a poor system of governance. Without  
3 casting aspersions on the county police  
4 department, that offers some incentives for  
5 wrongdoing and it definitely increases the  
6 skepticism about the police officers' motives  
7 from the public. That's going to increase  
8 distrust that I think has already been  
9 increased last year between drivers and the  
10 public.

11 I know the budget is going to be  
12 discussed next week and two weeks from now,  
13 but I'd urge you to reject the public safety  
14 fee increase today. Thank you very much.

15 LEGISLATOR GONSALVES: Thank you.

16 Mr. Jack McCloy.

17 MR. MCCLOY: Thank you Ms.  
18 Gonsalves, Mr. Abrahams and members of the  
19 legislature. Thank you for allowing me to  
20 address you again today.

21 Briefly, I want to mention the fact  
22 that this week in Newsday there was a report  
23 about the red light cameras in Suffolk County  
24 being possibly suspended. Recommendation by  
25 some of the Suffolk County legislators

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2    regarding the incidents of accidents reported  
3    at those intersections being manicured so to  
4    speak. I hope you keep an eye on that issue.  
5    I hope that Nassau County's accident reports  
6    are accurately reported.

7                   But today I didn't come to talk  
8    about that. I wanted to mention something  
9    that could possibly eliminate the potential of  
10   a multimillion dollar lawsuit against Nassau  
11   County. I left two pieces of printed  
12   literature. I will read these quickly to  
13   you].

14                  Dear Legislators, the attached  
15   email message was sent to Nassau County  
16   Executive Ed Mangano, Town of Hempstead  
17   Supervisor Anthony Santino and Bill Muller in  
18   Anthony Santino's office.

19                  I would like you to be aware of and  
20   take appropriate legislative action to  
21   prohibit the inappropriate use of high  
22   intensity lasers at events in Nassau County.  
23   Projecting beams from high intensity laser  
24   units directly at those in an audience is  
25   strictly prohibited by New York State law.

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2 Yet it continues to be common place here in  
3 Nassau County.

4 The photo taken at the recent Roger  
5 Waters concert at Nassau Coliseum shows laser  
6 light beams being projected directly into the  
7 audience.

8 If you take a look at the picture,  
9 all of those little dots are laser beams  
10 hitting audience members.

11 Nassau County is risking a  
12 multimillion dollar lawsuit should someone  
13 become injured or possibly even blinded by  
14 this type of occurrence.

15 In the absence of strict  
16 prohibition of such practices by the county  
17 executive and town supervisor, I appeal to you  
18 as our legislative representatives to propose,  
19 enact and request enforcements of policies  
20 which are consistent with New York State  
21 guidelines.

22 In the message that I sent to those  
23 mentioned I will read that the Town of  
24 Hempstead and Nassau County have made  
25 themselves the target of a multimillion dollar

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2 lawsuit due to inappropriate use of high  
3 intensity lasers at Nassau Coliseum and other  
4 venues. Here is a photo also attached for  
5 clarity of the laser in operation at Nassau  
6 Coliseum this week during the Roger Waters  
7 performance. It is clearly focused directly  
8 onto the crowd, which is a violation of New  
9 York State laser operations code. I know this  
10 because I am certified to operate high  
11 intensity lasers in New York State.

12 I previously communicated with  
13 Nassau Coliseum to let them know that they  
14 should have a compliance official to ensure  
15 proper operation of lasers at Nassau  
16 Coliseum. I can be contacted to that effect.

17 They never contacted me. They  
18 continued to feature shows which feature high  
19 intensity lasers and, as shown, they are using  
20 them inappropriately. It is only a matter of  
21 time before someone is injured and they file a  
22 multimillion dollar suit, which they would be  
23 very likely to win. This can be prevented.

24 I suggest requiring all shows at  
25 Town of Hempstead and Nassau County venues to

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2 file a declaration that no lasers will be used  
3 during any performance unless a New York State  
4 certified high intensity laser operator has  
5 inspected the equipment in advance and is  
6 present during the performance. There is a  
7 reason that New York State requires  
8 certification. Yet the venues which feature  
9 lasers shows are obviously ignoring the law.

10 Thank you for your time.

11 LEGISLATOR GONSALVES: Thank you  
12 Mr. McCloy.

13 Timothy Lachapelle.

14 MR. LACHAPELLE: Thank you. My  
15 name is Tim Lachapelle. I'm the legislative  
16 liaison for the Long Island Board of  
17 Realtors. I'm here to urge the legislature to  
18 reject the portion of the executive's budget  
19 proposal that raises the land recording and  
20 tax map verification fees.

21 In the budget it states that the  
22 county clerk's office accounts for \$11.6  
23 million in new revenue due to the increase in  
24 block fees from \$300 to \$400. It also  
25 increases the tax map verification fee from

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2 \$355 to \$455, raising an estimated \$12 million  
3 in revenue.

4 Last week the county clerk held a  
5 press conference and stated that her office  
6 doesn't need that revenue. She urged the  
7 legislature to reject that budget and work to  
8 roll back the fee increases over the past two  
9 years. LIBOR finds that position reasonable  
10 and would like to take the same position.  
11 LIBOR stands by the county clerk. The revenue  
12 from the proposed fee hike belongs to the  
13 clerk's office and they have demanded that it  
14 is returned to the taxpayers.

15 I understand there are varying  
16 opinions about the fiscal health of the  
17 county. But for realtors, builders and title  
18 professionals it appears that this county is  
19 in some fiscal turmoil because it's their  
20 client who have had to foot the bill for an  
21 unbalanced budget for the past two years.

22 Every day they work with clients  
23 who are shocked when they discover an extra  
24 charge on their closing costs that can easily  
25 run over \$1,000.

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2 We realize that many of the  
3 residents of Nassau County don't feel the same  
4 way we do because they don't feel the same  
5 pain day in and day out and work with people  
6 that are paying these fees every day. But if  
7 you didn't buy a house or sell a house,  
8 refinance, obtain a home equity line of credit  
9 or satisfy a mortgage, you may have been  
10 completely unaffected by this fee.

11 Obtaining a new mortgage instrument  
12 is a major life event. It can take place  
13 decades apart from each other. And the county  
14 has only been on this destructive path for two  
15 years. Rest assured that if the county  
16 continues raising these fees many residents  
17 will be faced with sticker shock when it comes  
18 time to record a mortgage instrument.

19 I know the stance is that taxes  
20 haven't been raised in a while but I would  
21 like you guys to tell that to somebody who is  
22 two years away from ending a 30 year mortgage  
23 and is going to have to owe the county \$1,000.

24 The strategy of using fees to  
25 balance the budget is ineffective. If the fee

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2 generated the intended revenue it wouldn't be  
3 needed to raise three years in row.

4 In New York State it's generally  
5 accepted that a fee should only generate  
6 enough revenue to pay for the services that it  
7 provides. By passing the proposed budget the  
8 legislature is doing a tremendous disservice  
9 to the county clerk and to the taxpayers of  
10 Nassau County.

11 Once again, I urge the legislature  
12 to reject that portion of the budget. Roll  
13 back the fees and start looking for better  
14 ways to balance the budget. Thank you.

15 LEGISLATOR GONSALVES: Thank you  
16 Mr. Lachapelle.

17 Rafe Lieber.

18 MR. LIEBER: Good afternoon  
19 everybody. My name is Rafe Lieber. It's odd  
20 for me to be here on this side of the room. I  
21 spent so many years working on behalf of some  
22 of you, which of course as politics goes tends  
23 to me I was working against the other half of  
24 you. But that's all right. We are here today  
25 to talk about other things. Please don't hold



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2 that things against me all these years later.

3 I'm here to voice my opposition to  
4 the proposed real estate fee increases.  
5 Speaking from the perspective of the title  
6 industry, it's our job to disclose all of the  
7 taxes and the fees that borrowers and buyers  
8 are going to pay on a real estate  
9 transaction. And we see how overloaded the  
10 buyers and borrowers are with mortgage taxes  
11 and transfer taxes and mansion taxes and  
12 peconic taxes and of course all of the  
13 recording fees that people have to experience  
14 in Nassau County.

15 My industry, the title industry, we  
16 saw our fees cut by the state a few years ago  
17 in an effort to save borrowers money. We ate  
18 those cuts. We didn't like it but we ate  
19 them. However, it didn't really work because  
20 whatever they may save from our new reissue  
21 rates it doesn't compare to what they're  
22 paying for new fees. I've still yet to  
23 receive an adequate explanation to exactly  
24 what the tax map verification fee is for and  
25 certainly why it's so expensive.

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2 The fees as they exist they are  
3 unsustainable. Increases to the current fees  
4 would be beyond unfair. I think we are all  
5 sympathetic to the budget woes that you are  
6 grappling with, but please, for the sake of  
7 those who want to realize the dream of  
8 homeownership in Nassau County oppose these  
9 outrageous hikes. Thank you.

10 LEGISLATOR GONSALVES: Thank  
11 you.

12 Joanne Borden.

13 MS. BORDEN: Good afternoon. I'm  
14 here today asking for transgender people's  
15 equal protection from the harmful  
16 discrimination that all other people in Nassau  
17 County have. My previous discussions here  
18 have given you every reason and every  
19 scientific fact for you to give transgender  
20 people equal protection in our law. Not  
21 implied protection, not protection as your own  
22 legal counsel says, protection we are likely  
23 to have, but equal equality. Protection in  
24 fact.

25 Today what I ask has nothing to do

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2 with the biological facts or scientific facts  
3 I present. It's not another of the many  
4 reasons why transgender people deserve and  
5 have earned equal treatment by virtue of  
6 citizenship and service in time of war. It  
7 has everything to do with the American  
8 principal of equality. Everyone is equal.  
9 Identical treatment under the law. Give us  
10 equality. It's not difficult or time  
11 consuming. You simply need to add the  
12 transgender human rights law already on file.  
13 That proposed law will put in writing no more  
14 than what you have repeatedly said is now in  
15 the law's meaning.

16 My previous request to you  
17 emphasized our worthiness. We don't choose to  
18 be transgender. God made us this way. So he  
19 must have intended for us to be this way.

20 Your belief in our equal  
21 protection, Mr. Nicolello, your belief is  
22 appreciated but you need to demonstrate that  
23 you want gender identity and gender expression  
24 people to unquestionably have human rights.  
25 If you believe in the American principal of

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2 equality you will pass the law that simply  
3 defines the word gender so we will  
4 unquestionably be protected from harmful  
5 discrimination equal to all other people. It  
6 will not only give transgender people  
7 identical protection from harmful  
8 discrimination in employment, housing and many  
9 other life needs, but it will fulfill Theodore  
10 Roosevelt's promise that no man is above the  
11 law and no man beneath it.

12 Thank you for listening.

13 LEGISLATOR GONSALVES: Thank you  
14 Joanne.

15 Michael Scully.

16 Pearl Jacobs.

17 MS. JACOBS: Good afternoon. I  
18 have a question. Is there any update to  
19 report on the Uniondale streetscaping project  
20 contract B-11-16? That's a question.

21 LEGISLATOR ABRAHAMS: Hi Pearl.  
22 How are you?

23 MS. JACOBS: Fine. Is the clock  
24 still running? I'm going to lose time when  
25 you speak Legislator.

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2 LEGISLATOR ABRAHAMS: I thought  
3 you wanted me to actually answer it. The item  
4 has not been calendared to give you the short  
5 answer and then we can get more elaborative  
6 after your time.

7 MS. JACOBS: That's my first  
8 question. And the second question, if not, if  
9 the money is still allocated to Uniondale for  
10 this project or were they reassigned to on  
11 another line to another project? That would  
12 be my second project. I see that there are  
13 streetscapings and community development  
14 projects aggressively moving forward in East  
15 Meadow as well as Baldwin. And these also, to  
16 my understanding, East Meadow and Baldwin are  
17 also hamlets. As a civic leader, I have been  
18 told time after time by our elected officials  
19 that Uniondale is a hamlet and has no mayor to  
20 advocate for it. This is the reason that  
21 Uniondale languishes so far behind other  
22 communities in Nassau County.

23 If this statement is true, then why  
24 are other hamlets in Nassau County thriving  
25 and Uniondale is in rapid decline? Uniondale

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2 cannot even get its streets cleaned. Why  
3 would a hamlet as neglected and excluded as  
4 Uniondale continue to pay taxes to a county  
5 that does not represent or advocate for it?  
6 Why does other hamlets in Nassau County have  
7 beautiful gateway signs and Uniondale does  
8 not? The one and only gateway sign that  
9 Uniondale has that was provided by the county  
10 is on Quentin Roosevelt Boulevard. This is  
11 the same gateway sign that was removed and  
12 then reinstated after Uniondale residents  
13 banded together to demand that Uniondale  
14 boundaries be identified. This was the East  
15 Garden City campaign. If you may answer my  
16 questions. Thank you.

17 LEGISLATOR ABRAHAMS: So to  
18 answer your first question, the item has not  
19 been recalendared as you know. I mean, part  
20 of my position has been trying to get the item  
21 calendared and have it actually have a vote,  
22 which has not taken place.

23 The second part of your question,  
24 has the money been reallocated? No. The  
25 money's been designated. It's in what the

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2 county has as its financial system. The money  
3 is designated for this particular first phase  
4 of this contract and that has not changed  
5 since that time frame up until we checked  
6 sometime last week. That money has not been  
7 reallocated to some other project.

8 MS. JACOBS: So, with the  
9 residents of Uniondale I ask, would they be  
10 able to see that these monies have not been  
11 allocated in writing? Would they be able to  
12 see proof of this in writing?

13 LEGISLATOR ABRAHAMS: I can  
14 provide to you the financial page. Before you  
15 leave I will have one of my people put it  
16 together. We can put together the financial  
17 page which you can see what I'm seeing. But I  
18 have no authority to put it in writing because  
19 that money in that contract was awarded by the  
20 county executive. The county executive has to  
21 give you that letter. But I can give you the  
22 page that I'm referring to that could indicate  
23 to you that the money is still there in the  
24 budget allotment.

25 MS. JACOBS: One last question

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2 regarding the gateway signs. Is there any  
3 reason that Uniondale doesn't have any  
4 esthetically attractive gateway signs?

5 LEGISLATOR ABRAHAMS: It's funny  
6 that you mention that. Years ago I was able  
7 to get signs along Hempstead Turnpike as you  
8 enter in from East Meadow. Esthetically nice  
9 wooden decorative signs and someone took them  
10 down. I'm not too sure who it was. We tried  
11 to investigate that. But I had signs, not  
12 only those signs, I had congratulatory signs  
13 for our teams that were successful in  
14 winning. Like those signs that go up all  
15 throughout the county. And again they were  
16 taken down. Then I even had signs at one time  
17 that the first district had asked me to  
18 allocate as well.

19 I have no problem putting up the  
20 signs. We just have to make sure that when  
21 we're putting them up they're on county  
22 property. My sense is they got taken down by  
23 state officials or someone in state  
24 government. Maybe DOT. But those signs came  
25 down for whatever reason. Maybe the proper



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2 permission was not given and they could have  
3 been taken down. But I have no problem  
4 putting in those signs. When you enter in  
5 from Hempstead, from East Meadow, when you  
6 come in from the north, on Quentin Boulevard,  
7 all those signs I have no problem putting them  
8 back up.

9 MS. JACOBS: One last question if  
10 I may. I asked the question regarding other  
11 hamlets that are receiving developments and  
12 improvements and Uniondale has not been for  
13 many, many years and why is that?

14 LEGISLATOR ABRAHAMS: Why isn't  
15 is the other hamlets --

16 MS. JACOBS: Why are other  
17 hamlets, East Meadow, Baldwin, they're  
18 receiving, aggressively receiving improvements  
19 and developments and Uniondale is not. That's  
20 just a straightforward question.

21 LEGISLATOR ABRAHAMS: I agree. I  
22 think it's a question you have to point to all  
23 19 not just myself. That being said, I would  
24 say in regards to Uniondale this would have  
25 been a great project that I thought would have

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2 started the process in enhancing the Uniondale  
3 community. Pearl, you and I are on the same  
4 page. I've always advocated and supported  
5 this project. I even went one step further  
6 when we were going with the Coliseum and the  
7 Coliseum did not want to do any community  
8 benefit to the community stood with you to  
9 ensure that the Coliseum does its fair share  
10 of community investment. Stood with the  
11 school district when the school district was  
12 looking for a community benefit with all of  
13 the development that goes on whether it's  
14 Avalon Bay, what's going on now at A. Holly  
15 Patterson. In terms of community involvement  
16 and making sure that the community is enhanced  
17 and we see it is esthetically improved, that's  
18 not an issue.

19 MS. JACOBS: I must say to you  
20 Legislator Abrahams that not everyone in  
21 Uniondale is happy about the A. Holly  
22 Patterson development. That's another issue.

23 But like I said, talk is talk but  
24 nothing is coming to fruition in Uniondale.  
25 The only way that this might be resolved is by

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2 a civil rights lawsuit. Have a wonderful  
3 day. Thank you.

4 LEGISLATOR GONSALVES: I have, I  
5 believe, five more speakers and we are  
6 approaching the 30 minute limit. However,  
7 since the five individuals are here, I hope,  
8 I'm going to move on Mr. Clerk for another 15  
9 minutes. That will take us to approximately  
10 2:50. So Ms. Mereday you're up. You are  
11 within the 30 minute limit.

12 MS. MEREDAY: Good afternoon.  
13 Meta Mereday. Where does one begin? Since  
14 I'm on the clock let me get to this quickly.  
15 I agree with the gentleman that spoke  
16 previously with regard to not incorporating  
17 that real estate fee. I find it interesting  
18 that we pursue funding to address the zombie  
19 house crisis but you don't have any problem  
20 jacking up the prices for those struggling  
21 homeowners that are currently here in Nassau  
22 County. I want to put that out there.

23 Parking. Okay. I believe that the  
24 sign on this side of the building where it  
25 says visitors parking is that actually for

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2 visitors or is that continuing the excess for  
3 staff et cetera to come rolling in and park so  
4 that many residents, including those with  
5 disabilities, have to park almost clear across  
6 the county line to be able to come and  
7 participate at these meetings? There needs to  
8 be some kind of structure and it should not be  
9 left to the wonderful job that the officers  
10 have to do to try to monitor who in fact parks  
11 there. You all have your designated spots.  
12 There's an employee parking lot and visitors  
13 have those few spaces that are on that side of  
14 the building. If we can address that that  
15 would be greatly appreciated.

16 Veteran services. You know that's  
17 my thing. But now that we're just coming off  
18 of the 16 year anniversary of 911 and I know  
19 all of us have been touched by that directly,  
20 indirectly et cetera, we have a health crisis  
21 on top of the opioid crisis that unfortunately  
22 if you continue to do the same methodology  
23 you're going to generate the same result as  
24 far as the healing process.

25 Over 60,000 people have been

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2 identified as having some connection to 9-11  
3 and the 9-11 recovery, myself included. But  
4 unfortunately just over 30,000 are now part of  
5 the actual World Trade Center monitoring, and  
6 what they are finding out is that those that  
7 are coming forward now are processing in the  
8 early stages of the cancers that will take  
9 them out. Which will result in catastrophic  
10 penalties for their families. So I do have  
11 information for the activities that I'm going  
12 to be involved with that.

13 And lastly, because I definitely  
14 want to be punctual because I don't plan to be  
15 here too long but I will be here for the  
16 course of the meeting, so if I have other  
17 things to say I want to be able to have the  
18 time to say it while folks are still here.

19 I noticed a picture in Newsday that  
20 talked about a pantry that was set up at the  
21 medical center to provide veterans with food,  
22 clothing and other necessities. The problem  
23 that we still have in Nassau County and Long  
24 Island is the lack of transportation. It's  
25 nice to have all the food stuff and the

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2 clothing but if they can't get there because  
3 they're living on the street corner and have  
4 no car, what are you going to do about that?

5 So, the budget considerations I'm  
6 hoping that you can look into providing some  
7 real resources for the veterans who do not  
8 have the transportation.

9 And secondly, I'm still waiting for  
10 some kind of benchmark report or something  
11 about the veteran businesses that have been  
12 included in county projects. Because to date,  
13 as far as I'm concerned, the county is still  
14 in violation of state and federal law.

15 As previous speakers have brought  
16 up, the county faces the opportunity, because  
17 they seem to love having the opportunity to  
18 being sued, maybe it allows for more friends  
19 who might leave the county and go to work for  
20 a law firm to get more contracts, but the  
21 lawsuits you are going to be facing with the  
22 lack of inclusion in contracts when you're  
23 receiving state and federal money will be  
24 tremendous. So, give the taxpayers a break.  
25 Okay? Thank you.

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2 LEGISLATOR GONSALVES: Thank you  
3 Ms. Mereday.

4 Patty Harris.

5 LEGISLATOR BYNOE: Excuse me  
6 Presiding Officer. As our next speaker makes  
7 her way to the podium may I ask, implore that  
8 you look at the bill that I filed that would  
9 support minority women business owned  
10 enterprises as well as service disabled  
11 veterans in being able to participate in the  
12 contracting process. I believe that bill  
13 would really enhance and improve the  
14 likelihood that they could do so.

15 LEGISLATOR GONSALVES: Thank you  
16 very much.

17 Ms. Harris.

18 MS. HARRIS: My name is a Patty  
19 Harris. My husband was the late commissioner  
20 Melvin Harris. I usually don't do this. It  
21 must be very important for me to be up here.  
22 I live in Uniondale. I've been a resident of  
23 Uniondale for many years. I went to Turtle  
24 Hook. I went to Uniondale High School. I  
25 brought Melvin into Uniondale. That's how you

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2 guys got to know him. By living there all  
3 these years to see how Uniondale is being run  
4 down and to see how the commercial area is  
5 being built up it's a disgusting, disgraceful  
6 thing.

7 As legislators, as the town leaders  
8 and as the community wants to live where they  
9 are proud of. You want people to come to live  
10 in Uniondale you have to make it look nicer.

11 So I am asking to please get the  
12 streetscaping on the calendar. I'm asking you  
13 as a resident and I'm asking you as being a  
14 thorn in your asses to make sure that  
15 Uniondale start, the resident area start  
16 getting built up as soon as the commercial  
17 area starts getting built up.

18 We have one daughter left in our  
19 house. 15 years old. She'll be 16. She had  
20 somebody come to the house to visit. They  
21 were actually scared because they think  
22 Uniondale is like a ghetto and it's not. But  
23 because everyone of you guys on this panel  
24 can't get together and sign off on a simple  
25 bill that the taxpayers would like to have the



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2 area looking decent and nice. You even  
3 stripped us of our water tower. Took the name  
4 of Uniondale off of it. That's a disgrace.

5 I don't care that you're saying  
6 it's this one and that one. Grow up. I  
7 brought my daughter here for one of your  
8 meetings and you all sounded like asses to  
9 her. She said this is what they do? I'm  
10 embarrassed as a Uniondale resident and as a  
11 Nassau County taxpayer. Thank you.

12 LEGISLATOR SOLAGES: If I may?

13 LEGISLATOR GONSALVES: Legislator  
14 Solages.

15 LEGISLATOR SOLAGES: Mrs. Harris,  
16 just out of respect for your husband I have a  
17 great deal of respect for your family and your  
18 husband. I pray for your family and I thank  
19 him for his service to the county. And I  
20 definitely take your remarks very seriously.  
21 But again, God bless you and God bless your  
22 family. Thank you Ms. Harris.

23 LEGISLATOR GONSALVES: Mark  
24 Schulman. Clifford Lewison.

25 MR. LEWISON: Thank you for

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2 calling upon me. I come today as a resident  
3 for the last 25 years of the village of East  
4 Hills in Nassau County. I'm here to speak to  
5 the proposed increase in the tax map  
6 verification fee and the block fee, components  
7 of recording any single document with the  
8 county clerk. Other people have spoken about  
9 it already. Already Nassau County is the  
10 highest priced county for recording fees  
11 throughout the state of New York. A multiple  
12 of most other counties, not just slightly  
13 higher.

14 As an example, Nassau County would  
15 charge more than -- about \$1,045 to record a  
16 deed. New York City, the five boroughs of New  
17 York City, charge \$177. And as most of you  
18 I'm sure are aware, at many closings there are  
19 multiple documents. So you multiply that  
20 multiple by the many documents being recorded  
21 it becomes exorbitant for a homeowner either  
22 refinancing or purchasing a house.

23 The title industry at present is  
24 under siege from the New York State Department  
25 of Financial Services. They are threatening

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2 to lower our state regulated title insurance  
3 premiums because we allegedly walk away from a  
4 closing with so much money. Unfortunately and  
5 sadly, most of the money is due to mortgage  
6 tax and transfer tax and mansion tax and now  
7 even higher recording fees in the County of  
8 Nassau. Increasing these fees will penalize  
9 current homeowners who are trying to do some  
10 estate planning or refinancing. And more  
11 importantly, it will discourage future home  
12 buyers from purchasing houses and property in  
13 Nassau County. And clearly our county needs  
14 young homeowners to decide to settle here and  
15 raise families here as that will help our  
16 economy even more than raising these fees.  
17 Thank you.

18 LEGISLATOR GONSALVES: Thank you  
19 very much. Joanne, is there anyone with you  
20 that wishes to speak? That's you right? I  
21 figure it was.

22 MR. DOBROUF: I'm here on behalf  
23 of Joanne and transgender advocacy. I'm going  
24 to ask if you don't mind if whoever supports  
25 rights for transgender people and all people

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2 be able to stand while I speak so the  
3 legislature can see the support for this  
4 issue.

5 Basically I'm here because I  
6 believe all citizens are entitled to equal  
7 rights. In theory, you'll say that's the case  
8 because it's really not the case. People who  
9 are transgender are not covered in Nassau  
10 County. So when you do the Pledge of  
11 Allegiance and you say liberty and justice for  
12 all that's not really the case but it's only  
13 for some people. That can be changed. It's  
14 pretty simple. All Presiding Officer Norma  
15 Gonsalves has to do is put this up for a vote  
16 and then perhaps it can pass and we can move  
17 on to another issue.

18 So, by a show of hands legislators  
19 who supports rights for all citizens?

20 LEGISLATOR GONSALVES: We're not  
21 going to be able to do that. I know this is  
22 what you want to us do but we're not going to  
23 be able to do that. Not at this forum.

24 MR. DOBROUF: Another thing I  
25 will point out, I'm disappointed that after

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2     the election in November that that hasn't  
3     wakened up the Nassau County Legislature yet  
4     to put this up for a vote. I do sincerely  
5     hope that you think this over and in the  
6     coming weeks you'll have a change of heart and  
7     put this up for a vote so this can be voted  
8     on. That's it.

9                   LEGISLATOR GONSALVES:     Thank you  
10    very much David.

11                  It's now 2:50. We did get through  
12    all the speakers and we will move on to the  
13    calendar. But before we do, I want to check  
14    with the counsel to see if we have a consent  
15    calendar. When I say a consent calendar those  
16    are items on the calendar that were approved  
17    unanimously in committees. Give me a minute  
18    or two.

19                  MR. BECKER:     May I address you  
20    and the minority leader briefly about a  
21    meeting I had with Ms. Mereday and  
22    Commissioner Brazely in regard to some of the  
23    things she discussed.

24                  LEGISLATOR GONSALVES:     You're  
25    going to take the three minute limit?

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2 MR. BECKER: Less than that.

3 Legislator Bynoe, we had lunch recently at  
4 Jonathans with Ms. Mereday. I want to give a  
5 quick report on our meeting with Commissioner  
6 Brazely. We had a great meeting. Ms. Mereday  
7 came to understand the depths and all the hard  
8 work that's involved with the Office of  
9 Minority Affairs. And they have only two  
10 staff people working there at this particular  
11 point in time. And one of the things I wanted  
12 you to know that the commissioner is working  
13 on, which is not presently in the Office of  
14 Minority Affairs, a procedures manual that  
15 will hopefully be helpful for many years to  
16 come for that particular department.

17 Commissioner Brazely also had the  
18 opportunity to learn about all the work and  
19 knowledge that Ms. Mereday has, especially in  
20 regards to her organization that's involved  
21 with helping the service disabled. Veterans  
22 that is.

23 Ms. Mereday wants the Department of  
24 Minority Affairs to be more proactive in the  
25 sense not only to try to get contracts to

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2 minorities and service disabled but she would  
3 also like to see the county go out and find  
4 and help the service disabled veterans grow or  
5 create their own businesses. She would like  
6 to see the department be more proactive.

7 The purpose of the lunch and  
8 meeting was basically for Ms. Mereday to have  
9 a direct line to the commissioner and they got  
10 to know each other. And especially  
11 Ms. Mereday's tremendous knowledge in her  
12 organization of helping the service disabled  
13 veterans.

14 So, one thing that I did want the  
15 legislators to know on a final note that  
16 Mr. Cleary, our procurement officer, is  
17 working closely now with Commissioner  
18 Brazely. She had many things she had on board  
19 she had to take care of that were critically  
20 important. But she's now working closely with  
21 Mr. Cleary and they are for the first time  
22 within recent months they are posting now the  
23 procurement information for the service  
24 disabled veterans. That's a great step for  
25 the county and for Mr. Cleary working with

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2 Commissioner Brazely.

3 I'm hoping in the near future we  
4 will meet again and continue to build better  
5 communications between Ms. Mereday and  
6 Commissioner Brazely to take advantage of any  
7 situation especially that will help the  
8 service disabled. I hope I adequately  
9 reflected our meeting.

10 MS. MEREDAY: I do want to also  
11 thank Mr. Becker for initiating that meeting  
12 and it was very informative. But I want to  
13 support Legislator Bynoe's request because her  
14 legislation speaks to building a true  
15 infrastructure.

16 And secondly, the legislation that  
17 Legislator Laura Curran put on the table two  
18 years ago outlines what is most important,  
19 putting together a directory, doing the actual  
20 outreach, as well as planning the training and  
21 tracking the actual input for service disabled  
22 and veteran-owned businesses. If you don't  
23 have the metrics, if you don't have benchmarks  
24 again you're just blowing smoke.

25 LEGISLATOR GONSALVES: Thank you



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2 Ms. Mereday.

3 MR. BECKER: Thank you for your  
4 time Madam Chair and legislators.

5 LEGISLATOR GONSALVES: Guess  
6 what? There seems to be a lot of unanimity on  
7 most of this calendar with the exception of  
8 one item which needs to be brought to the  
9 floor. But I'm going to call all those  
10 consent items. Before I told you that the  
11 consent items are usually those items that  
12 went through committee unanimously and so they  
13 become unanimous here at the full leg. So I'm  
14 going to call the items and I'm going to -- I  
15 know that people here who thought they were  
16 going to speak on the item as far as the  
17 administration is concerned but guess what? I  
18 don't think so.

19 I'm going to begin with item one  
20 ordinance 115. Item two ordinance 116. Item  
21 three ordinance 117. Item four ordinance  
22 118. Item five ordinance 119. Item six  
23 ordinance 120. Item seven ordinance 121.  
24 Item eight ordinance 122. Item nine ordinance  
25 123. Item ten ordinance 124. Item 11

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2 ordinance 125. Item 12 ordinance 126. Item  
3 13 ordinance 127. Item 14 ordinance 128.  
4 Item 15 resolution 172. Item 17 resolution  
5 174. Item 18 resolution 175. Item 23  
6 resolution -- I'm sorry. Hold on. I skipped  
7 a page. Item 19 resolution 176. Item 20  
8 resolution 177. Item 21 resolution 178. Item  
9 22 resolution 179. Item 23 resolution 180.  
10 Item 25 resolution 182. Item 26 resolution  
11 183. Item 27 resolution 184. Item 28  
12 resolution 185. Item 29 resolution 186.  
13 Motion please.

14 LEGISLATOR ABRAHAMS: Norma, I'm  
15 sorry. Can you pull out 172?

16 LEGISLATOR GONSALVES: What item  
17 number?

18 LEGISLATOR ABRAHAMS: Can you  
19 pull out resolution 172 2017, 348-17?  
20 Legislator Solages has a recusal.

21 LEGISLATOR GONSALVES: Are you  
22 going to recuse yourself Legislator Solages?

23 LEGISLATOR ABRAHAMS: Just on  
24 that matter.

25 LEGISLATOR GONSALVES: I going to

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2 have to call that one separately. For the  
3 others that were called, with the exception  
4 now of item 15 resolution 172, a motion  
5 please. Moved by Legislator Kopel. Second by  
6 Legislator Nicoletto. Any questions? Any  
7 comments? Any public comment? There being  
8 none, all those in favor of the items that  
9 were called signify by saying aye. Any  
10 opposed? Okay. Ms. Mereday come on let's do  
11 it. You're on one of these items I hope?  
12 What are the items? I need the number please.

13 MS. MEREDAY: 17, 18, 19, 20, 23,  
14 24.

15 17. Question with regard to the  
16 amount as it pertains to this contract and  
17 what it actually pertained to. What the  
18 overall project was with regard to the  
19 relationship district attorney Jack and Jill.

20 Number 18. Question again as it  
21 was brought up earlier with regard to the lack  
22 of attention to the Uniondale community. Just  
23 again this intermunicipal agreement with the  
24 village of Freeport because it's an  
25 incorporated village of Freeport.

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2 And secondarily, I just want to  
3 know who is the contractor involved? What was  
4 the vetting process? And again, where is the  
5 inclusion in terms of minority women, service  
6 disabled veteran owned businesses. Again,  
7 this should be a matter of public record and  
8 this is information that residents and the  
9 constituents, as I said earlier, are leaving  
10 here in droves because they can't afford to  
11 live here need to know. And I'm sure  
12 residents in areas such as Westbury where they  
13 have been trying to get additional community  
14 policing and Uniondale where they're just  
15 trying to get some sense of decency in their  
16 neighborhood would have questions.

17 19. Authorizing the county  
18 executive to execute the intermunicipal  
19 agreement with the Town of Hempstead providing  
20 a vehicle seized to the town. For what? For  
21 what purpose? Again, as I mentioned earlier,  
22 we have issues of lack of transportation and  
23 support services for our veterans to get to  
24 places such as the medical center to get this  
25 assistance and the food and clothing.

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2 So again, where was the  
3 decision-making process? Why was this town  
4 specifically designated? Why weren't  
5 community organizations possibly considered  
6 for that who are actually doing work out of  
7 their own pockets? The town gets enough money  
8 as it pertains to their own budget. Maybe  
9 they can dig into the \$4 million that they use  
10 on fruitless advertising to better support the  
11 needs of their residents, including myself.

12 20. Again, resolution authorizing  
13 the county executive to execute an  
14 intermunicipal agreement Hicksville Fire  
15 Department in relation to obtaining a fire  
16 prevention trailer. Why just Hicksville?  
17 Again, we have a number of fire departments  
18 that could possibly utilize this type of  
19 trailer and just in terms of getting that out  
20 there. So I ran out of time but that's pretty  
21 much what I had as far as those issues.  
22 Unless someone wants to answer the question.

23 LEGISLATOR ABRAHAMS: If I can  
24 respond to your questions. I think from our  
25 standpoint, and I can only speak for the seven

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2 folks on this side, we have submitted  
3 countless, I would say if not two dozen, maybe  
4 more, intermunicipal agreements, CRPs like  
5 you're talking about today that have not been  
6 calendared. The majority has said they will  
7 not calendar them because of the position that  
8 we have in regards to the independent  
9 inspector general or whatever the issue may  
10 be. I'm not sure that the issue may be. But  
11 they have not calendared our items for quite  
12 some time.

13 We understand that whether it's  
14 Hicksville or Lynbrook or where ever that they  
15 deserve their taxpayer dollars to work for  
16 them. But for whatever reasons, projects that  
17 are in districts solely in the seven members  
18 on this side we have not seen our items. We  
19 faced our constituents countless times over  
20 and over again who are asking for their  
21 projects to be calendared.

22 MS. MEREDAY: As you know, your  
23 constituents are here.

24 LEGISLATOR ABRAHAMS: Yes. From  
25 that standpoint we cannot understand why our

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2 IMAs, our CRPs have not been calendared.  
3 They're sitting in the clerk's office now for  
4 months if not years.

5 MS. MEREDAY: This is the public  
6 sector of this scenario. Folks don't have any  
7 problems showing up at community events  
8 particularly during an election season to talk  
9 about all that you're doing to represent our  
10 interests. But when the public is sitting  
11 here expressing our concerns it is not only  
12 disingenuous it's disrespectful to have to  
13 keep coming here and just sitting here and  
14 looking at blank faces with no  
15 accountability. No answers to the questions.  
16 Does our money not count? Does the value of  
17 the money from the residents from this side of  
18 the room -- does the Kool-Aid taste better on  
19 this side of the room versus that side of the  
20 room? We are all losing our homes together.

21 LEGISLATOR GONSALVES: You had  
22 your three minutes. You did have your three  
23 minutes plus.

24 MS. MEREDAY: The last two items  
25 that I wanted to talk about --

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2 LEGISLATOR GONSALVES: I'm

3 sorry. Thank you very much.

4 LEGISLATOR ABRAHAMS: Hold on.

5 LEGISLATOR GONSALVES: You hold  
6 on.

7 LEGISLATOR ABRAHAMS: Let's just  
8 be fair. Ms. Mereday asked me very pointed  
9 questions which I provided information on  
10 theses IMAs and CRPs.

11 LEGISLATOR GONSALVES: And why.

12 LEGISLATOR ABRAHAMS: Because to  
13 our constituents, Madam Presiding Officer, and  
14 this is what Ms. Mereday is talking about, to  
15 the constituents that sit on this side they  
16 believe that their elected officials are not  
17 getting these CRPs done and they are asking  
18 why.

19 LEGISLATOR GONSALVES: The answer  
20 is not coming from you only. It's going to  
21 come from my fellow legislator, Richard  
22 Nicoletto. He would like to respond to what  
23 your comment was. And that's it. It's only a  
24 response.

25 LEGISLATOR NICOLELLO: You say



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2 you understand but you don't want to hear.

3 LEGISLATOR ABRAHAMS: Before  
4 Legislator Nicoletto responds, I want  
5 confirmation that you have confirmation,  
6 meaning you Madam Presiding Officer, because  
7 you are the one that calls the calendar not  
8 Deputy Presiding Officer Nicoletto, you have  
9 confirmation that we have CRP, IMA  
10 applications that we have worked with liaison  
11 from the county executive's office, Fran  
12 Becker, sitting right there who we have  
13 processed through them, who have been  
14 calendared and they are at your discretion to  
15 call them at this meeting.

16 So, I want to hear from you. Is  
17 there something wrong with our information or  
18 something wrong with the way we are submitting  
19 them? Because for some reason for the last  
20 year you have not called them. They have sat  
21 in the clerk's office idle waiting for  
22 consideration. That's what the bigger  
23 question is. Is there something wrong with  
24 our IMAs on why you're not calling them?

25 LEGISLATOR NICOLELLO: This is

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2 just a game that you're playing.

3 LEGISLATOR ABRAHAMS: That's not  
4 a question for you.

5 MS. MEREDAY: This is not a game  
6 because lives are being impacted here.

7 LEGISLATOR GONSALVES: That's it  
8 Ms. Mereday. You had your day in court.

9 MS. MEREDAY: I did not have my  
10 day in court. You want to talk court that's a  
11 whole different issue.

12 LEGISLATOR GONSALVES: It's just  
13 a phrase.

14 LEGISLATOR ABRAHAMS: In all  
15 fairness to the Deputy Presiding Officer, that  
16 is not a question for Mr. Nicolello.

17 LEGISLATOR NICOLELLO: It's a  
18 game you are playing. You do this time and  
19 time again. You know exactly what the issue  
20 is. Why are you asking the presiding officer  
21 when we have this debate over and over again?  
22 You know exactly what we are doing.

23 LEGISLATOR GONSALVES: And it has  
24 nothing do with the inspector general. It has  
25 everything to do with the bond ordinances that

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2 you refuse to give us the votes for. I'm  
3 sorry. It's a quid quo pro.

4 LEGISLATOR ABRAHAMS: You are  
5 misinformed. I heard Ms. Harris talk about  
6 how we look and I totally sympathize with the  
7 way we look and I'm trying really hard not to  
8 give that image again. But you are  
9 misinformed if you are saying it's tied to  
10 bond items. Because these CRPs are not coming  
11 from current bond money. This money was  
12 bonded years ago. These taxpayers paid for it  
13 years ago. The bond item for the Uniondale  
14 streetscape plan came from a bond in 2013.  
15 You're misinformed.

16 LEGISLATOR GONSALVES: At this  
17 particular time there is no further public  
18 comment. I may sound like a dictator.  
19 Mr. Nicoletto has a response for Minority  
20 Leader. Public comment is over.

21 MS. JACOBS: Because you deem  
22 it's over?

23 LEGISLATOR GONSALVES: Yes.

24 MS. JACOBS: Because you don't  
25 want to talk about the blatant racism that

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2 goes on in Nassau County.

3 LEGISLATOR NICOLELLO: The  
4 minority leader has raised some questions.

5 MS. JACOBS: You don't want to  
6 speak about the blatant racism that goes on in  
7 Nassau County.

8 LEGISLATOR NICOLELLO: You're not  
9 going to shout us down. We are allowed to  
10 respond.

11 MS. HARRIS: I went to East  
12 Meadow on Front Street. They have a huge sign  
13 that says welcome to East Meadow.

14 LEGISLATOR NICOLELLO: You're not  
15 going to shout us down. It doesn't work that  
16 way.

17 MS. HARRIS: You go to Uniondale  
18 it has a small sign.

19 LEGISLATOR NICOLELLO: You're not  
20 going to shout us down. We heard you before.

21 MS. HARRIS: They have two signs  
22 on Front Street. That's ridiculous.

23 LEGISLATOR GONSALVES: Public  
24 comment is now over. It is over.

25 LEGISLATOR NICOLELLO: Let me

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2 respond to the minority leader because we have  
3 gone through this over and over again.

4 LEGISLATOR GONSALVES: I would  
5 ask that you take your seats. Public comment  
6 is now over. You're not going to get anywhere  
7 by being obstinate. Okay? Excuse me.  
8 Legislator Nicoletto please.

9 LEGISLATOR NICOLELLO: We have  
10 gone through this over and over again. You  
11 know exactly what the issue is. There's no  
12 question not understanding. There's no  
13 question needed to clarify. We are not going  
14 to pass along your CRPs while you are holding  
15 up \$90 million of public works. You cannot  
16 expect us to approve projects specific to your  
17 district when you are stopping projects  
18 throughout this entire county. It's  
19 irrational. You can make that argument all  
20 you want. It makes no sense. Your projects  
21 are not going to move until you allow the  
22 business of this county to go forward. The  
23 sewer projects, the road projects in every one  
24 of our districts. We are not going to vote  
25 for your projects. They're not going to move

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2 forward.

3 You take your position and these  
4 are the consequences that go with it. As soon  
5 as we do the business of this county, as soon  
6 as we pass this bonding which benefits every  
7 part of the county, then the CRPs go back and  
8 move forward as they have in the past. Until  
9 that happens don't expect your projects to go  
10 forward when you are holding up \$90 million  
11 for projects for political reasons.

12 LEGISLATOR ABRAHAMS: Explain to  
13 me and the public -- I believe this money is  
14 coming from previously bonded money, which is  
15 where we are talking about. How are your  
16 projects going forward if there is no bonding  
17 in place? Explain that to me. You said that  
18 we are not playing ball or whatever the  
19 paraphrase you want to use. But I count here  
20 hundreds of thousands of dollars of your  
21 projects going through, over \$2 million.  
22 You're telling the taxpayers there's no money  
23 because we can't do the people's business but  
24 there's money for us though if you sit on the  
25 left side of the aisle.

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2 LEGISLATOR NICOLELLO: That's  
3 called a deflection.

4 LEGISLATOR ABRAHAMS: It's not a  
5 deflection. You are doing your projects.

6 LEGISLATOR NICOLELLO: You don't  
7 want to hear the answer because you know what  
8 the answer is. I'm not saying that all  
9 borrowing in the county has been completely  
10 stopped. I'm saying there's \$90 million of  
11 public works projects going down, including  
12 sewage treatment projects that are a vital  
13 necessity that you have held up, projects in  
14 every one of our districts. Now you're going  
15 to say well, never mind that, move our  
16 projects along. It doesn't work that way.  
17 You hold up the people's business it's going  
18 to affect your district.

19 LEGISLATOR ABRAHAMS: Basically  
20 this is pay back that's what it is.

21 LEGISLATOR NICOLELLO: It's what  
22 you should expect when you hold up the  
23 people's business of this county.

24 LEGISLATOR ABRAHAMS: Tell me  
25 Rich, maybe I'm not that smart, explain to me

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2 you're saying there's no bonding, we have  
3 haven't bonded, which is not true. The  
4 legislature bonded in October to the tune of  
5 \$60 million. But you're saying there's no  
6 bonding and there's no bonding for Democratic  
7 district projects. That's basically what  
8 you're saying. There's four Republican  
9 district projects that are on the calendar  
10 today which are about to be approved. Where  
11 is this magical money coming from?

12 LEGISLATOR NICOLELLO: You're  
13 smarter than that. You know what I'm saying.

14 LEGISLATOR ABRAHAMS: Explain to  
15 these folks where the money is coming from.

16 LEGISLATOR NICOLELLO: I never  
17 said that every bit of borrowing in this  
18 county didn't go forward. I said specifically  
19 \$98 million of capital borrowing you've  
20 stopped. Everyone of those projects. Is  
21 there not \$90 million of borrowing that you  
22 will not vote for?

23 LEGISLATOR ABRAHAMS: You're  
24 saying that we need to do all of it to make  
25 sure we get a few \$100,000 for our respective



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2 districts? Is that what you're implying?

3 LEGISLATOR NICOLELLO: I'm saying  
4 that you have let the business of this county  
5 go forward. You stopped it for political  
6 reasons and the political reasons are okay but  
7 they're going to affect your own districts.

8 LEGISLATOR ABRAHAMS: The  
9 business in your respective districts has not  
10 been stopped. It's still going forward.

11 LEGISLATOR NICOLELLO: There's  
12 roads in my district that haven't been done.  
13 There's traffic lights I can't get in front of  
14 schools because of you.

15 LEGISLATOR ABRAHAMS: Let's go  
16 through each of the IMAs and you tell me what  
17 district they're in. You want to go through  
18 that exercise? Because we don't have to. You  
19 know what the truth is.

20 LEGISLATOR NICOLELLO: Let's go  
21 through the capital plan. There's roads in my  
22 district that have not been paved.

23 LEGISLATOR GONSALVES: I'm going  
24 to call for a vote.

25 LEGISLATOR ABRAHAMS: Madam

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2 Presiding Officer, give me one second. If you  
3 are a taxpayer from where ever you are in this  
4 county you have a right to see your tax  
5 dollars work on behalf of your community. For  
6 whatever reason, you guys keep hanging your  
7 hat on the fact of the bonding. The reason  
8 why you have no ground to stand on is because  
9 this money was bonded in previous plans. It  
10 was negotiated with the county executive and  
11 Presiding Officer Gonsalves and it's already  
12 been done. You're trying to use that to  
13 formulate it to current bonding. You know and  
14 I know your projects are not being paid for  
15 out of current bonding. They're not paid for  
16 out of the \$60 million that we did before.  
17 It's being paid for, I think Ms. Jacobs said  
18 it, it's being paid for out of 2012 bonded  
19 money.

20 LEGISLATOR NICOLELLO: That's a  
21 distinction without a difference. The roads  
22 are not being paved. The sewage treatment  
23 projects are still on hold.

24 LEGISLATOR ABRAHAMS: If we  
25 bonded \$60 million in October tell me why the

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2 roads not being paved?

3 LEGISLATOR NICOLELLO: Are you  
4 not holding up \$90 million from the capital  
5 plan? Are you not? Yes or no? Are you not  
6 holding up the capital plan? No? All right.  
7 Wait. Can we put those items on today, those  
8 \$90 million of projects?

9 LEGISLATOR DERIGGI-WHITTON: You  
10 haven't used the \$60 million.

11 LEGISLATOR NICOLELLO: You said  
12 you're not holding them up. Let's stay here  
13 all day. You said you will vote for them. We  
14 will take your vote.

15 LEGISLATOR ABRAHAMS: We are  
16 trying to tell you this is not an endless  
17 well. We gave you \$60 million.

18 LEGISLATOR NICOLELLO: Folks, we  
19 are almost there. We get the capital plan  
20 approved and your project goes too. Come on.  
21 \$90 million. We will do it today. We will  
22 stay here until we get it done.

23 LEGISLATOR ABRAHAMS: Let's sit  
24 here. Let's. At the same time can we talk  
25 about the corruption in this county or is that

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2 too sore of a topic? Can we talk about the  
3 corruption in the county as well?

4 LEGISLATOR NICOLELLO: You want  
5 to start talking about corruption.

6 LEGISLATOR GONSALVES: Don't go  
7 there.

8 LEGISLATOR ABRAHAMS: Let's talk  
9 about it. We can talk about that as well as  
10 long as we're talking.

11 LEGISLATOR NICOLELLO: We're  
12 going to start talking about personalities?

13 LEGISLATOR ABRAHAMS: So we don't  
14 get crazy about this, have you spent the \$60  
15 million that we bonded in October.

16 LEGISLATOR GONSALVES: I'm  
17 calling for a recess. I'm calling for a  
18 recess, but before I do I'm going to --  
19 there's a motion on the floor for those items  
20 and I think we should take that motion and  
21 take a vote on those items. All those in  
22 favor of the items that I called with the  
23 exception of 15, all those in favor signify by  
24 saying aye. Any opposed? Once again it's  
25 unanimous.

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2 LEGISLATOR BIRNBAUM: Can't we  
3 wait to vote on this after the recess?

4 LEGISLATOR GONSALVES: We have a  
5 motion on the floor. You all voted on these  
6 items in committee. What else do you want to  
7 do? Fine. Don't vote on anything else  
8 today. All right. In the mean time, you all  
9 voted on these items in committee. All those  
10 in favor of the items that were called in the  
11 consent calendar with the exception of 15  
12 signify by saying aye. Any opposed? It's  
13 unanimous.

14 LEGISLATOR ABRAHAMS: Madam  
15 Presiding Officer, let's just make it clear,  
16 I'm going to call and ask for again that you  
17 start to calendar the items sitting in the  
18 clerk's office because they were bonded with  
19 previously bonded money. Have nothing to do  
20 with the stalemate in the county that's  
21 currently existing and you put those items on  
22 because the taxpayers deserve in the  
23 respective districts.

24 LEGISLATOR GONSALVES: Are we in  
25 recess?

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2 (A recess was taken at 3:10 p.m.)

3 (Meeting was reconvened at 3:32

4 p.m.)

5 LEGISLATOR GONSALVES: At this  
6 time we will call item 15 and I believe that  
7 Legislator Solages is recusing himself. Item  
8 15 resolution 172. Is everybody here? Let's  
9 go.

10 Mr. Pulitzer I'm going to ask you  
11 to read item 15 resolution 172. How's that?  
12 By that time maybe I will have Laura  
13 Schaefer. Who else is missing?

14 MR. PULITZER: Thank you. A  
15 resolution authorizing the county attorney to  
16 compromise and settle the claims of  
17 plaintiffs, as set forth in the action  
18 entitled Georgette Sorrell et al. versus  
19 Incorporated Village of Lynbrook et al. Docket  
20 number 10-CV-49 pursuant to the county law,  
21 the county government law of Nassau County and  
22 the Nassau County administrative code.

23 LEGISLATOR GONSALVES: Motion  
24 please. Moved by Legislator Nicoletto.  
25 Second by Legislator Walker. Any questions or

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2 comments regarding this item? There being  
3 none, all those in favor of item 15 signify by  
4 saying aye.

5 On this item and only. Did you not  
6 respond to this when you first came up? This  
7 is a settlement Ms. Mereday.

8 MS. MEREDAY: I understand it has  
9 to do with a settlement matter, which probably  
10 has privacy issues, but there's an overall  
11 consideration with regard to where are these  
12 funds coming from when we continue to have to  
13 settle different types of cases and we cannot  
14 provide public services to residents of the  
15 county. That does pertain to this item. If  
16 it does not pertain to this item I have no  
17 problem someone telling me that it does not  
18 but I believe it does. No answer? No  
19 response? I don't understand what the point  
20 of public comment if the public cannot get  
21 answers to questions that impact their taxes.

22 LEGISLATOR GONSALVES: Are you  
23 saying your question pertains this item?

24 MS. MEREDAY: It says authorizing  
25 the county attorney to compromise and settle

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2 the claims of plaintiffs. If we are  
3 compromising that means we are giving in to a  
4 certain aspect, again, that we can't talk  
5 about and settle. Unless we're shaking hands  
6 and having a Kumbaya moment settlement usually  
7 means --

8 LEGISLATOR NICOLELLO: We believe  
9 it's coming out of litigation funds.

10 MS. MEREDAY: It's coming from  
11 the litigation fund?

12 LEGISLATOR NICOLELLO: We  
13 believe, yes.

14 MS. MEREDAY: Does the public have  
15 any idea how much this litigation fund is?  
16 Because we get sued every month. I wondering  
17 if at some point if it's going to be depleted  
18 and then where would those additional funds  
19 come from?

20 LEGISLATOR GONSALVES: Right now  
21 you asked a question, where is this money  
22 coming from? And the answer was from the  
23 litigation fund, period.

24 MS. MEREDAY: So I cannot get  
25 additional information as to where the funds



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2 are generated for the litigation fund? As a  
3 taxpayer I do not have rights to that  
4 information?

5 LEGISLATOR GONSALVES: I believe  
6 that this would -- if you would like the  
7 answer to that you probably have to refer to  
8 our counsel and have him or her decide how  
9 much we can give you and how much we can't.

10 MS. MEREDAY: I would appreciate  
11 having that information. And as a sidebar,  
12 when I've asked for other information post  
13 putting questions to this body I have yet to  
14 receive the actual information. So that's a  
15 concern for those of us who come here, who  
16 take the time out of our day, we don't get  
17 paid and don't have the resources as you all  
18 have to do this. So if you would  
19 respectfully, whoever is providing the  
20 information, could give me the information I  
21 would appreciate it. Thank you so much.

22 LEGISLATOR NICOLELLO: May I  
23 suggest something? You come to our meetings  
24 on a regular basis. You say various things,  
25 almost all negative, which is fine. You are

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2 entitled to do that. Let me finish. If  
3 you're not getting what you think you are  
4 entitled from us you have your legislator. Go  
5 to that legislator. Contact the legislator.  
6 If you had certain questions you posed to us  
7 you didn't feel you got the answers to that  
8 legislator should be able to assist you. Just  
9 as if you were in my district, if you didn't  
10 get an answer you call me I get you the  
11 information. If you're not getting what you  
12 think you are entitled to in a public forum  
13 when you make you comments contact your  
14 legislator they will be able to get it for  
15 you.

16 MS. MEREDAY: Since you used my  
17 30 seconds in that time period Deputy  
18 Presiding Officer, with all due respect, and  
19 you can check the record because there have  
20 been numerous occasions where I have been very  
21 positive, so I don't appreciate your one-sided  
22 comment with respect to -- I also did not cut  
23 you off when you spoke.

24 LEGISLATOR NICOLELLO: I thought  
25 you were done.

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2 MS. MEREDAY: I will let you know  
3 if you need clarity with regard to me being  
4 done. I did not disrespect you. Again, you  
5 are cutting me off. I have a problem with  
6 that. So I will try to finish. If I can  
7 finish my sentence, I will gladly take my seat  
8 until the next issue comes up that I can speak  
9 on, but I will not stand here as a taxpayer  
10 representing the many who cannot be here  
11 because they have to work two or three jobs to  
12 pay these tax and increases that the body that  
13 sits before me just gleefully puts into  
14 practice to have someone insult me who does  
15 not know me, does not know my intentions and  
16 clearly does not read the record for their own  
17 meeting. Now I will take my seat and I am  
18 done. Thank you.

19 LEGISLATOR NICOLELLO: That  
20 wasn't negative though.

21 LEGISLATOR GONSALVES: All those  
22 in favor of item -- I'm sorry.

23 MS. JACOBS: You're not allowing  
24 me to speak even though I pay taxes you're not  
25 allowing me to speak at this legislative

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2 forum?

3 LEGISLATOR GONSALVES: Are you  
4 speaking on this item?

5 MS. JACOBS: I'm speaking  
6 specifically on this item.

7 LEGISLATOR GONSALVES: Then speak  
8 on it.

9 MS. JACOBS: My question is  
10 regarding the settlement. Is the settlement  
11 being paid out of taxpayer's money?

12 LEGISLATOR GONSALVES: It's a  
13 litigation fund.

14 MS. JACOBS: And the litigation  
15 fund is it being generated through taxpayer's  
16 money?

17 LEGISLATOR GONSALVES: Correct.

18 MS. JACOBS: I'm standing here,  
19 we are paying funds in litigation and  
20 settlement through taxpayer money. I'm paying  
21 for this. I pay taxes and I can't even get my  
22 streetscaping done. I'm just asking. So I  
23 can't get anything done in my community but I  
24 can pay settlements. I'm going to close it up  
25 by saying that pretty soon you will be paying

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2 settlements for a civil rights lawsuit.

3 LEGISLATOR GONSALVES: You're  
4 welcome. All those in favor of item 15  
5 signify by saying aye. Any opposed? The item  
6 passes I believe 17 to zero. Now we move on  
7 to the next item. Legislator Solages recused  
8 himself. Legislator Solages may join us  
9 again. By the way, we do have a Rules  
10 Committee meeting following this meeting and  
11 right after this hopefully we won't break and  
12 we can go quickly in the Rules Committee.

13 The next item is item 16 resolution  
14 173. And again, I'm going to ask that the  
15 clerk read the item. I'm talking about  
16 resolution 173.

17 MR. PULITZER: Thank you madam.  
18 A resolution to authorize the county executive  
19 for the County of Nassau to execute a  
20 memorandum of agreement with the Nassau County  
21 Investigators Police Benevolent Association  
22 with regard to submitting certain matters to  
23 the jurisdiction of an interest arbitration  
24 panel.

25 LEGISLATOR GONSALVES: Motion

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2 please. Moved by Legislator Muscarella.

3 Seconded by Legislator Nicoletto. I believe  
4 there were questions that this body has  
5 regarding this.

6 MS. KRISSEL: This was discussed  
7 in executive session Rules.

8 LEGISLATOR GONSALVES: I think  
9 the issue here is financial. I think Roseanne  
10 was going to be here to address it regarding  
11 the money for this particular item.

12 MS. KRISSEL: It's my  
13 recommendation that we proceed into executive  
14 session for this. For the financial matters  
15 as well, that's correct.

16 LEGISLATOR GONSALVES: Legislator  
17 Nicoletto.

18 LEGISLATOR NICOLELLO: Before we  
19 do that, without getting into any actual  
20 numbers I have a very simple question. Which  
21 is, is the result of this agreement covered  
22 within our 2018 proposed budget?

23 MS. D'ALLEVA: What's before you  
24 today is to allow the county to negotiate a  
25 five year contract negotiation with the

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2 union. We did provide funding in the 2018  
3 budget for a settlement depending on however  
4 it proceeds. We put in an estimate. Best  
5 estimate we could.

6 LEGISLATOR NICOLELLO: That's  
7 estimates based on the parameters of what  
8 we're doing here in terms of agreeing to go to  
9 arbitration on this? To the five year  
10 potential?

11 MS. D'ALLEVA: Correct. It's  
12 based on the parameters of the arbitration  
13 award that was given.

14 LEGISLATOR NICOLELLO: Thank you.

15 MS. KRISEL: Are there additional  
16 questions?

17 LEGISLATOR GONSALVES: Are there  
18 any other questions? Kevan? You want to go  
19 into executive session? Let's go. A motion  
20 to go into executive session. Moved by  
21 Legislator Schaefer. Second by Legislator  
22 Walker. All those in favor of going into  
23 executive session on item 17 signify by saying  
24 aye. Any opposed? We are going into  
25 executive session.

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2 (A recess was taken at 3:32 p.m.)

3 (Meeting was reconvened at 3:57

4 p.m.)

5 LEGISLATOR GONSALVES: We are  
6 back to item 16 resolution 173. I believe  
7 there was a motion taken, correct Frank? Now  
8 for the vote. All those in favor of item 16  
9 signify by saying aye. Any opposed? It's  
10 unanimous.

11 Now I have to do something I don't  
12 really like to do, but we are waiting for some  
13 information for some other items that may be  
14 presented to us. So I'm going to recess or  
15 ask someone to make a motion to recess. I  
16 don't need a motion. We are going to put this  
17 meeting in recess and then we're going to have  
18 to come back and guess what? I'm waiting for  
19 some pending information. We can move forward  
20 with the Rules Committee so that we cannot you  
21 know. The meeting is now in recess until we  
22 get additional information as requested.

23 (A recess was taken at 4:00 p.m.)

24 (Meeting was reconvened at 5:12

25 p.m.)



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2 LEGISLATOR GONSALVES: We are now  
3 back in session. We have emergency six  
4 items. I'm going to try to expedite as much  
5 as I can. However, there are four  
6 emergencies. Emergency 14 that has three  
7 items. Then there's emergency 15. It has one  
8 item. Emergency 16 has one item. And  
9 emergency 17 that has one item. Right now the  
10 first emergency is item 364, which is part of  
11 emergency 14, 365 and 366. Emergency 15 is  
12 371. The emergency 16 is 372. And the  
13 emergency item 17 is item 373.

14 Motion to establish. Moved by  
15 Legislator Rhoads. Second by Legislator  
16 Nicoletto. All those in favor of establishing  
17 the emergencies for these items signify by  
18 saying aye.

19 LEGISLATOR ABRAHAMS: One thing,  
20 then I'm going to pass the floor to  
21 Legislators Solages, Birnbaum and Drucker.

22 MR. BECKER: Minority Leader, are  
23 we questioning the reason for the emergency or  
24 on the items themselves?

25 LEGISLATOR ABRAHAMS: Both. It's

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2 related. But the first thing I was under the  
3 impression we were going to call all three  
4 emergencies at the same time. One emergency  
5 for all the school districts.

6 MR. PODLESAC: If I may. The way  
7 that we were informed to do this earlier in  
8 the day is do it separately and that's the way  
9 we filed it. There's no particular reason.  
10 You can consider them all at once. It's just  
11 the original way was to do it as separate  
12 items. Now we have all it all together.

13 LEGISLATOR ABRAHAMS: Norma, are  
14 you okay with what Jerry said? Can we call  
15 them all together?

16 MR. PODLESAC: I thought that was  
17 the case too.

18 LEGISLATOR ABRAHAMS: We did 371,  
19 2 and 3?

20 MR. PODLESAC: There's four  
21 separate documents that you can vote on, take  
22 one vote on, which was my understanding.

23 LEGISLATOR GONSALVES: Emergency  
24 14, 15, 16 and 17. That's four. That's what  
25 we did.

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2 MR. PODLESAK: Right.

3 LEGISLATOR ABRAHAMS: What I'm  
4 driving at is that we are going to take a vote  
5 on all four at the same time? That's fine.

6 LEGISLATOR GONSALVES: We have to  
7 establish the emergency.

8 LEGISLATOR ABRAHAMS: Ask your  
9 questions first.

10 LEGISLATOR GONSALVES: Legislator  
11 Birnbaum.

12 LEGISLATOR BIRNBAUM: Could you  
13 explain why we have these as emergencies? Why  
14 do they come to us today as emergencies?

15 MR. PODLESAK: I think I can  
16 handle that one. They're coming on today  
17 because, by law, the school taxes have the  
18 warrant issued by the fourth Monday in  
19 September. My understanding from assessment  
20 is that the information they need in order to  
21 submit the ordinances to the legislature they  
22 don't get until the very end of September. I  
23 understand one school district did not come  
24 through until last Wednesday, which is why it  
25 all has to be brought on as emergency at this

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2 point. To put it all in perspective, I don't  
3 have the institutional knowledge but the  
4 people I have spoken to about it say that  
5 we've done it this way for the last 30 some  
6 odd years.

7 LEGISLATOR BIRNBAUM: And that's  
8 why I'm questioning it because if we do it  
9 each year like this why can't we make it so we  
10 get the information in the proper timing.

11 MR. PODLESAK: We are at the  
12 mercy of the school districts.

13 LEGISLATOR BIRNBAUM: According  
14 to the certificate filed by the assessor  
15 certifying that these were received and filed  
16 it bears a date of September 11th.

17 MR. PODLESAK: That's news to  
18 me. I was told that last Wednesday was the  
19 day and I don't think that was the 11th.

20 LEGISLATOR BIRNBAUM: That's in  
21 the ordinance that it has to be filed in the  
22 Office of -- the assessor of the county of  
23 Nassau bears the date September 11th.

24 MR. MARIN: Deputy county  
25 attorney Robert Marin, Jr. That is the date

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2 that the assessed value was filed. Again, the  
3 school board or school districts provide their  
4 budget as they pass them. There is no date  
5 requirement to get them to us. The only  
6 requirement quite frankly is on this body to  
7 pass it by today. We are at the mercy of the  
8 school districts.

9 LEGISLATOR BIRNBAUM: The way  
10 it's been pointed out to me that the adco  
11 requires the assessor to extend it to the 10th  
12 day preceding the fourth Monday.

13 MR. MARIN: I don't have the  
14 institutional knowledge, but as Jerry said,  
15 it's been done this way for 40 years and the  
16 error, if you want to call it that, is  
17 administerial at best. Additionally, quite  
18 frankly, the rules that this body is beholding  
19 to in this realm is antiquated and just not  
20 functioning. Because of being at the mercy of  
21 the school district, not through the fault of  
22 anyone in the county. It's never go to  
23 happen. You have to pass the tax levy by  
24 today and one school board didn't give us the  
25 information until Wednesday. So what do we

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2 do? Again it's an administerial error. It  
3 doesn't affect anyone. Quite frankly, with  
4 all due respect, it's a pass through because  
5 you have the ability to vote yes or vote no  
6 but you don't have the ability to change it.  
7 The school board has that ability.

8 LEGISLATOR BIRNBAUM: I  
9 understand what you're saying, but according  
10 to the administrative code it has dates set  
11 out. We're not adhering to them. Nor are we  
12 following the code of the county by having an  
13 acting assessor doing this who's not an  
14 assessor. Qualified by the code itself with  
15 his qualifications to be the assessor. Is  
16 there somebody from the assessment office  
17 here?

18 MR. MARIN: Yes. I'm not from  
19 the Department of Assessment. I'm counsel to  
20 the Department of Assessment but there is  
21 somebody from the Department of Assessment  
22 standing behind me.

23 LEGISLATOR BIRNBAUM: Perhaps we  
24 should amend the code if for every year for 40  
25 years we're doing it the wrong way.

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2 MR. MARIN: I can't speak to  
3 that. I'm not up there. I'm but the humble  
4 civil servant.

5 LEGISLATOR BIRNBAUM: I think  
6 maybe if we had an assessor who followed the  
7 code we might be better off than by doing it  
8 every year by emergency and not filing the  
9 certificate by the proper date. I think I  
10 have a copy of the certificate. No, we don't  
11 have a copy of the certificate. I don't know  
12 what the certificate looks like actually. But  
13 it has the proper information in it.

14 The question is, are we doing it  
15 properly? Are they accurate? Are we  
16 following the code of our county by doing it  
17 this way? I guess it's a rhetorical question  
18 at this point. There's no answer.

19 LEGISLATOR MUSCARELLA: If I  
20 might, I'll try to answer a rhetorical  
21 question as best I know and it's been done  
22 this way under Republican assessors, under  
23 Democratic assessors. That doesn't make it  
24 right. But the fact that I understand is as  
25 follows. We have to do it by a certain date

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2 by law. The school districts don't  
3 necessarily have to give us the information  
4 far enough in advance to meet that deadline  
5 but for meeting the deadline with an  
6 emergency. If there was a way that we could  
7 force the school districts to give us that  
8 information early I think we would.

9 LEGISLATOR BIRNBAUM: How many  
10 school districts were we waiting for?

11 LEGISLATOR MUSCARELLA: Just a  
12 couple because as I understand it they  
13 straddle the Nassau-Suffolk line.

14 LEGISLATOR DRUCKER: Legislator  
15 Muscarella just one quick comment on that. As  
16 an attorney we're being asked to approve an  
17 ordinance that says we are doing it in  
18 accordance with provision Section 6.21 and  
19 6.22 of the code which we're not. We have an  
20 ethical obligation to pass things that are  
21 truthful. So saying that we're passing this  
22 ordinance which is in accordance with the  
23 provisions of the code is inaccurate and not  
24 true.

25 LEGISLATOR MUSCARELLA: I don't



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2 necessarily disagree with you. However, vote  
3 against it. If we all vote against it our  
4 school districts can't get funded.

5 LEGISLATOR DRUCKER: Just  
6 understand there's a dichotomy here. As an  
7 attorney I have a problem when I'm being asked  
8 to sign off on things that are not truthful.

9 LEGISLATOR MUSCARELLA: The best  
10 way that we address it is by doing it by an  
11 emergency.

12 LEGISLATOR DRUCKER: That doesn't  
13 legitimatize it.

14 LEGISLATOR MUSCARELLA: I'm not  
15 justifying it. I'm just trying to explain it.

16 LEGISLATOR DRUCKER: Can I ask a  
17 question Madam Presiding Officer? There's a  
18 distinction between the warrant for the school  
19 taxes obviously and the consolidated taxes;  
20 isn't that correct?

21 MR. CESTRA: My name is Jeff  
22 Cestra from the assessment unit. Could you  
23 repeat the question again?

24 LEGISLATOR DRUCKER: Would you  
25 agree that there is a distinction between

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2       warrants that are issued for the school taxes  
3       and warrants that are issued for the  
4       consolidated taxes, which is the resolution  
5       364? Would you agree that there is a  
6       distinction between those two types of  
7       warrants?

8                   MR. CESTRA:       What is your point?

9                   LEGISLATOR DRUCKER:       I just asked  
10      you the question. Is there a distinction  
11      between those two types of warrants?

12                  MR. CESTRA:       In other words, the  
13      schools have the warrants. We file warrants,  
14      which you have the numbers in front of you. I  
15      don't know what the significance of the  
16      question is.

17                  LEGISLATOR DRUCKER:       The purpose  
18      of the question is --

19                  MR. CESTRA:       The school numbers  
20      should be right in front of you.

21                  LEGISLATOR DRUCKER:       The purpose  
22      of the question then is to elucidate the fact  
23      that the consolidated taxes, you have the  
24      county, you have the cities and you have the  
25      towns that haven't fixed their budgets yet.

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2 We don't know what those numbers are yet.  
3 Like we do have most of the school tax  
4 information. We certainly don't have the  
5 consolidated tax information from the various  
6 municipalities.

7 My point is, isn't it putting the  
8 cart before the horse though to issue warrants  
9 before you have any numbers? At least with  
10 the school districts you have most of the  
11 numbers taxes.

12 MR. CESTRA: The schools we have  
13 the numbers. At the end of the year you don't  
14 have the warrants naturally for the county,  
15 town, special districts. That's the way it's  
16 always worked each year.

17 LEGISLATOR DRUCKER: That seems  
18 to be the common refrain though, the way it's  
19 done every year. But we are being asked to  
20 issue warrants on numbers we don't have yet.

21 MR. CESTRA: Again, you have to  
22 remember you have to assess the taxes with  
23 general taxes now. In other words, the  
24 general tax, the assessed values can't be  
25 different for the school and for the general

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2 taxes.

3 LEGISLATOR DRUCKER: But there  
4 are other types of taxes. The consolidated  
5 taxes is a distinction under the code.

6 MR. CESTRA: As I said, the  
7 general warrants are going to be issued at the  
8 end of the year. They always have been,  
9 always will be.

10 LEGISLATOR DRUCKER: It's going  
11 out tomorrow afternoon though.

12 MR. CESTRA: We're talking fiscal  
13 year school now.

14 LEGISLATOR DRUCKER: I'm talking  
15 about consolidated taxes.

16 MR. CESTRA: As I said, general  
17 warrants are going to be issued at the end of  
18 the year. That's my answer. That's the way  
19 it's always been.

20 LEGISLATOR DRUCKER: The item  
21 says it's going out tomorrow. Consolidated  
22 warrants said it's going out tomorrow.

23 MR. CESTRA: I don't see where it  
24 says consolidated anywhere anyway.

25 LEGISLATOR DRUCKER: 364-17 the

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2 first one.

3 MR. CESTRA: We're here to talk  
4 about the school taxes, the warrants.

5 LEGISLATOR DRUCKER: The first  
6 item is a resolution to talk about the  
7 consolidated taxes. That's a different item.

8 MR. CESTRA: As I told you, the  
9 general warrants are going to be issued at the  
10 end of the year.

11 MR. BECKER: Legislator Drucker,  
12 I'm told that part of the reason that the  
13 consolidated warrants go out is because the  
14 school and the consolidate have to match. The  
15 assessed value. The assessed valuation has to  
16 match for the schools and for the  
17 consolidated. They have to match.

18 LEGISLATOR DRUCKER: I understood  
19 that Fran but the warrants and assessments are  
20 two different things.

21 MR. BECKER: The warrants are  
22 based on the assessed valuation. Once again,  
23 the problem here right now is that we don't  
24 get the information early enough from the  
25 school districts. As a legislator that's the

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2 way it was when I was on there and we were  
3 stuck doing emergencies every year because the  
4 assessor can't control what the school  
5 districts do. They can't.

6 You know what's funny, when I was a  
7 legislator even though it's absolutely  
8 imperative that they have this data in they  
9 are so lackadaisical about it. It gets to you  
10 way too late. I understand your point.  
11 Legislator Drucker, I understand your point  
12 that you're signing something that says this  
13 is the way it's supposed to be done and it's  
14 not actually being done that way. Maybe this  
15 body has to fix it. That's for another time I  
16 think.

17 LEGISLATOR DRUCKER: I understood  
18 that Fran. The dichotomy that I'm trying to  
19 point out is we are being asked to do the  
20 school tax late but were being asked to do the  
21 consolidated tax too early. The warrants.

22 MR. BECKER: Basically I'm told  
23 the reason for that is that it has something  
24 to do with the assessed valuation because it  
25 has to be identical, it has to match, when the

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2 consolidated is actually done.

3 LEGISLATOR DRUCKER: If we don't  
4 issue the consolidated tax warrant tomorrow  
5 will it have any effect on the assessments  
6 going forward?

7 MR. CESTRA: You have to  
8 remember, the assessed values are very  
9 important for us. They have to match. If  
10 they're not approved today, if you want  
11 different values then don't approve it  
12 tonight. But if you want the same amounts I  
13 would approve it tonight.

14 MR. BECKER: Also, I understand  
15 that is required by our county charter that  
16 they go out together. Are with correct in  
17 that? Counsel is telling us that that's the  
18 case.

19 LEGISLATOR NICOLELLO: Legislator  
20 Schaefer then Legislator Bynoe and Legislator  
21 Solages.

22 LEGISLATOR SCHAEFER: This is  
23 something that are all going to agree with  
24 this. If this is something that we can change  
25 in the administrative code for next year, if

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2 there's somehow we can remedy this I think  
3 that we should absolutely do that so we are  
4 avoiding things like this. To the extent that  
5 we can make the difference let's do what we  
6 can do.

7 LEGISLATOR GONSALVES: Now  
8 Legislator Bynoe.

9 LEGISLATOR BYNOE: To Legislator  
10 Schaefer's point, the administrative code  
11 already speaks to that. The administrative  
12 code states that the school districts are  
13 required to give us that information by the  
14 15th day of August. So what we're failing to  
15 do is require that they be in compliance with  
16 our administrative code. And I would state  
17 that that is the requirement of the Department  
18 of Assessment. That someone there needs to  
19 make sure that they are in compliance with our  
20 administrative code. And this is a state  
21 requirement. Therefore, it doesn't matter who  
22 is straddling Nassau and Suffolk County  
23 border. They have a requirement to adhere to  
24 state law and our administrative code and give  
25 us the information by August 15th.



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2 MR. BECKER: Legislator, you are  
3 absolutely right but what happens is there's  
4 probably no fines and no penalties involved in  
5 this that I know of. Unless the county wants  
6 to impose fines and penalties then let's go to  
7 our school districts, who we all represent,  
8 and tell them that we're going to fine them if  
9 they don't get this data in. That's why we're  
10 in the predicament we're in because school  
11 districts do things the way they want to do it  
12 and we let them do it. That's the problem.

13 LEGISLATOR BYNOE: Let me ask the  
14 question then. What are currently doing to  
15 behoove them to be in compliance with our  
16 administrative code? Explain to me what we  
17 are currently doing.

18 MR. BECKER: We are in the  
19 predicament we're in because we've done the  
20 same thing.

21 LEGISLATOR BYNOE: Because we are  
22 not doing anything.

23 MR. BECKER: I bet if this body  
24 passes fines against the school districts  
25 you'll have them in by August 15th. They also

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2 have their own problems in putting this data  
3 together. That's why I'm sure some of them  
4 are late.

5 LEGISLATOR BYNOE: I don't know  
6 that we always have to go to a point where  
7 we're fining people. Sometimes it's just a  
8 function of educating them. I'm sorry, I need  
9 you to hear me. Sometimes it's a function of  
10 educating people to say this is the outcome.  
11 The outcome is that you've put this  
12 legislative body in a compromising predicament  
13 and this body has stated moving forward we  
14 will not do that. If they will then those one  
15 or two school districts who fail to come along  
16 and get it right they're going to be left out  
17 in the cold. I think sometimes they need to  
18 understand.

19 Simply photocopy this part of the  
20 administrative code or embed it into a letter  
21 and tell them that this is what is required to  
22 them and failure to comply is this act or that  
23 act. I think you will get some people to  
24 respond to that.

25 MR. BECKER: As director of

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2 legislative affairs I'm going to speak to the  
3 counsel of the majority and minority after  
4 this session and see if we can come up with a  
5 plan. I'm going to take it under my wing to  
6 address this issue and I will get back to  
7 everybody. But I will speak to both counsel  
8 on both sides and address this issue and see  
9 if we can come up with some kind of reasonable  
10 resolution. I did this for 20 years when I  
11 was in the legislature and you have a good  
12 point. Maybe it's not necessary if we get the  
13 school districts to comply. I will take this  
14 under my wing and get back to you.

15 LEGISLATOR BYNOE: I appreciate  
16 that.

17 LEGISLATOR GONSALVES: Legislator  
18 Solages.

19 LEGISLATOR SOLAGES: Thank you  
20 Presiding Officer. Good afternoon Jeff. How  
21 are you doing tonight?

22 MR. CESTRA: Good.

23 LEGISLATOR SOLAGES: Do these  
24 valuations reflect the property commonly known  
25 as Green Acres Mall on the tax roll or off the

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2 tax roll?

3 MR. MARIN: Green Acres is under  
4 a PILOT agreement. It is off the tax roll as  
5 is legally required.

6 LEGISLATOR SOLAGES: According to  
7 an agreement between the Industrial  
8 Development Agency of the town of Hempstead  
9 and the Macich Corporation; is that correct?

10 MR. MARIN: No. According to  
11 General Municipal Law section 18A-874.

12 LEGISLATOR SOLAGES: Which only  
13 applies if there is an agreement. Is there an  
14 agreement in place?

15 MR. MARIN: I believe that's in  
16 litigation right now.

17 LEGISLATOR SOLAGES: Speaking of  
18 that litigation, can you provide us an update  
19 of that litigation?

20 MR. MARIN: Nassau County is not  
21 a party to that litigation.

22 LEGISLATOR SOLAGES: But if  
23 affects our tax rolls. You must of course  
24 have an update.

25 MR. MARIN: No, it doesn't. It

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2 affected the tax rolls last year and then  
3 again under 18A you can't have more than a one  
4 percent difference between classes. It  
5 affected the tax rolls partially last year.  
6 It will not affect them again this year more  
7 than one percent.

8 LEGISLATOR SOLAGES: I think  
9 undoubtedly it will affect the tax roll this  
10 year. Especially if the judge, Judge Driscoll  
11 in that matter, rules in favor of the  
12 corporation or in favor of the industrial  
13 development agency. I ask again, do you have  
14 any update as it relates to that litigation  
15 before Judge Driscoll?

16 MR. MARIN: Taxes in Valley  
17 Stream have been reduced on average \$600. We  
18 are not a party to the litigation. Therefore,  
19 I will not speak on hypotheticals on how a  
20 judge will rule. Because I think, as a  
21 lawyer, a lot of times a judge is going to  
22 rule one way and I usually get slammed.

23 LEGISLATOR SOLAGES: Understood.  
24 I can respect that.

25 MR. MARIN: Just being honest.

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2 LEGISLATOR SOLAGES: But as it  
3 relates to approving these tax rolls it's  
4 important to note that there is litigation  
5 that if it goes one way could have a  
6 disproportionate impact upon the residents of  
7 Valley Stream.

8 And with respect to your last  
9 statement that it went down by \$600, I talk  
10 every day to senior citizens and other people  
11 who live on fixed incomes and they received  
12 \$1,000 tax increase and they believe that if  
13 these tax rolls are not corrected then they  
14 can receive another tax hit.

15 MR. MARIN: The bills haven't  
16 gone out yet, so I don't know what they're  
17 referencing. Perhaps they're referencing  
18 prior years. But the data that I'm being told  
19 is that on average they're being reduced  
20 \$600. Green Acres is not going to affect the  
21 tax rolls this year.

22 LEGISLATOR SOLAGES: Based on  
23 what authority?

24 MR. MARIN: Based on the fact  
25 that it's a PILOT and it's still a PILOT and

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2 it's currently a PILOT and they're making  
3 PILOT payments and the school districts are  
4 utilizing the PILOT payments.

5 LEGISLATOR SOLAGES: What if the  
6 exemption is struck down in the court?

7 MR. MARIN: That's a  
8 hypothetical. I can't speak to that. I don't  
9 know what the judge will say in his decision.  
10 How he will implement it. If it will be  
11 retroactive. If it will be two years going  
12 forward. If a new agreement will be reached.  
13 There's too many variables. It's impossible  
14 to speculate. I can give you a thousand  
15 different answers. None of which can happen.

16 LEGISLATOR SOLAGES: So it could  
17 affect the roll?

18 MR. MARIN: It could. It could  
19 not. We may never hear about it again. There  
20 could be any number of a hundred answers.

21 LEGISLATOR SOLAGES: So your  
22 statement that it wouldn't affect the roll  
23 isn't correct?

24 MR. MARIN: I don't have a  
25 statement. Green Acres? What do you mean?

1  
2 Green Acres is not going to affect the roll as  
3 it is right now. Green Acres, the PILOT has  
4 not affected the roll. Nothing about the  
5 litigation. Green Acres right now is not on  
6 the tax roll because there is a PILOT right  
7 now. It will not affect the rolls right now  
8 as a PILOT. If the judge rules a certain  
9 way -- I don't know what the judge is going to  
10 do.

11 LEGISLATOR SOLAGES: A PILOT  
12 that's in litigation.

13 MR. MARIN: Correct. If I knew  
14 what a judge would do and I can bet on that I  
15 wouldn't be standing here. I would be a  
16 wealthy man.

17 LEGISLATOR SOLAGES: Tell us how  
18 would this ordinance affect the tax rolls  
19 considering that the case is still in  
20 litigation.

21 MR. MARIN: It doesn't. It  
22 affects it in the sense that if you don't pass  
23 it today you don't pass the school budget.  
24 That's how it affects it. Listen, Friday is  
25 my last day. I love coming before you people



1  
2 but you got to pass it today. You are a pass  
3 through with all due respect. You don't have  
4 the authority to -- unless you want to vote  
5 down a school budget, we're talking about much  
6 adieu about nothing. This is how it's been  
7 done for 40 years. Why is it an issue today?  
8 Because school districts are late and it's the  
9 school districts.

10                   LEGISLATOR SOLAGES:       It was an  
11 issue last year as well when residents in  
12 Valley Stream received \$1,000 increase in  
13 taxes on average.

14                   But I'm in possession of a letter  
15 that I distributed to my colleagues and I can  
16 have a copy of it sent down to you right now.  
17 It's a letter in which the superintendent of  
18 the Valley Stream School District Number 30  
19 addresses a member of this body in which he  
20 says specifically, I quote, Valley Stream  
21 School District 30 Board of Education has  
22 fulfilled its promise in returning any excess  
23 PILOT funds to the residents of Valley Stream  
24 School District 30. We ask that you and the  
25 rest of the Nassau County Legislature do the

1  
2 same. When voting on the adjusted base  
3 proportions for Valley Stream Districts 13, 24  
4 and 30 in the fall, return the adjusted base  
5 proportion percentages to the 2015-2016  
6 percentages.

7 For the individual from the  
8 assessment department, Jeff, would you state  
9 that's an appropriate solution, to return this  
10 back to the adjusted base proportions to the  
11 2015-2016 year, that is the year before the  
12 PILOT was granted for Green Acres Mall? The  
13 \$80 million PILOT.

14 MR. PODLESACK: That is not a  
15 question for the assessment bureau. That's a  
16 legal question. And I believe the answer has  
17 already been furnished to the legislature that  
18 the suggestion by the Valley Stream School  
19 District is incorrect and contrary to law.

20 LEGISLATOR GAYLOR: If I may  
21 chime in here?

22 LEGISLATOR SOLAGES: I'm not done  
23 with my questioning. Thank you.

24 Just to be clear, I appreciate your  
25 quick reference to a prior answer, but if you

1  
2 could state that for the record now. Would  
3 returning the adjusted base proportion to the  
4 previous year 2015-2016 be a solution? That  
5 is the year before the \$80 million tax break  
6 to the third most profitable mall corporation  
7 in this country was given. Is that a  
8 solution?

9 MR. PODLESACK: That is the  
10 answer. There is no authority to do it. And  
11 frankly, it's irrelevant to this particular  
12 matter that's before the legislature, which is  
13 the issuing of the ordinance that would allow  
14 the collection of school taxes for the coming  
15 year. Which will in fact benefit the  
16 residents of Valley Stream by reducing on  
17 average their tax bill by \$600.

18 LEGISLATOR SOLAGES: But if they  
19 overpaid before then they deserve that  
20 benefit. If you're saying that would give  
21 them that benefit when they already overpaid  
22 last year by virtue of paying for a tax break  
23 for a mall in an agreement that still hasn't  
24 yet been decided by a court wouldn't that be  
25 the appropriate solution?

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MR. PODLESAK: That's not what's before you Legislator. What's before you is the taxes for the upcoming school year and they need to be passed today. What you are asking is a rhetorical question that really does not have anything to do with this legislation.

LEGISLATOR SOLAGES: I disagree respectfully. Continuing in the letter. The letter reads also, This would be the percentages before the Green Acres Mall PILOT was implemented. Along with this bad deal, the shift in the burden of taxes from Class 4 commercial to Class 1 homeowners in 2016-2017 was a major contributor to the increase in taxes for homeowners in each district.

Can you at least chime in on whether there was a shift in the burden of taxes from Class 4 to Class 1?

MR. PODLESAK: That's irrelevant at this point. The matter before the legislature is passing the taxes for the coming school year.

LEGISLATOR SOLAGES: It's also

1

2 the adjusted base proportions for this year.

3 Do the adjusted base proportions for this year

4 as in last year shift the burden from Class 4

5 to Class 1?

6

MR. MARIN: With respect, before

7 this went on for emergency we were questioned

8 as to the validity in the charter and legality

9 of putting on an emergency based on the ten

10 days. Now we're not so concerned about the

11 law when I'm telling you that you cannot put

12 this back on the roll and you cannot change

13 the valuation because it's contrary to the

14 law. But now you're looking for solutions

15 that are contrary to the law. I'm here to

16 tell you again --

17

LEGISLATOR SOLAGES: I'm asking

18 you for the details of these rolls and that

19 will determine to me at least whether this is

20 satisfactory to pass the emergency.

21

MR. MARIN: It's irrelevant to

22 the analysis of whether this should be passed.

23

LEGISLATOR SOLAGES: I have a

24 right as a duly elected legislator to ask you

25 how these valuations came to be and what

1  
2 figures were used in coming to these numbers.

3 MR. MARIN: A PILOT agreement.

4 LEGISLATOR SOLAGES: A PILOT  
5 agreement that shifted the burden of taxes  
6 from Class 4 to Class 1 and I'm asking you  
7 simply --

8 MR. MARIN: You're speaking  
9 hypotheticals. That analysis is in  
10 litigation.

11 LEGISLATOR SOLAGES: Whether  
12 these tax rolls for this year duplicates the  
13 same affect as we saw last year?

14 MR. MARIN: The answer is no.

15 LEGISLATOR SOLAGES: I continue  
16 in the letter. The Nassau County Legislature  
17 is responsible for voting and approving the  
18 Nassau County's adjusted base proportions  
19 every year. We ask that you and your  
20 colleagues take responsibility in determining  
21 the adjusted base proportions.

22 MR. MARIN: Let me ask you a  
23 question. Any time someone goes before this  
24 body you ask for documentation, backup.  
25 Rightfully so. Do you have any documentation

1  
2 or backup or just a letter from them waxing  
3 poetically as to results? What did they base  
4 their analysis on? What are their numbers?  
5 What are their figures? What documentation  
6 did they provide that says that what they said  
7 in the letter is accurate and not, quite  
8 frankly, just a shell game to hide their poor  
9 accounting processes?

10                   LEGISLATOR SOLAGES:     I'm asking  
11 you the same questions. Whether the  
12 assessment department and whether those same  
13 practices are adopted by your agency. These  
14 are the same questions I'm asking of you. Can  
15 the individual from the assessment department  
16 at least chime in here because he's counsel  
17 but you're in the assessment department. Can  
18 you at least explain what happened in the  
19 previous year with respect to the shift in the  
20 burden between Class 4 and Class 1 and whether  
21 these tax rolls are the same.

22                   MR. CESTRA:     The shift is because  
23 of the PILOT, period.

24                   LEGISLATOR SOLAGES:     Is it  
25 because of the PILOT or the school district?

1  
2 He and other people are placing blame on  
3 School District 30 but now you're saying it's  
4 because of the PILOT. Who is responsible  
5 Mr. Jeff? What happened? Please give me the  
6 assurance that that is not going to happen  
7 this year.

8 MR. CESTRA: I will say one thing  
9 at this point. It's in litigation. Let the  
10 courts fight it out then.

11 LEGISLATOR GAYLOR: Madam  
12 Presiding Officer.

13 LEGISLATOR SOLAGES: I'm not done  
14 with my questioning.

15 LEGISLATOR GAYLOR: I think you  
16 are. You're just trying to badger him.

17 LEGISLATOR GONSALVES: Hold on.  
18 Stay on the issue. It's not the PILOT  
19 program. Let's go. I will give you one  
20 minute more.

21 LEGISLATOR SOLAGES: In reviewing  
22 371-17, can you please show me the  
23 classification on Class 4 please, the  
24 valuation in Class 4? Jeff, can you please  
25 point to that? On what page?



1

2 MR. PODLESAK: I don't think we  
3 understand what your question is.

4 LEGISLATOR SOLAGES: The  
5 valuation for Class 4 last year compared to  
6 this year. I want to make sure that the  
7 numbers are different.

8 MR. CESTRA: What do you want,  
9 the adjusted base proportion?

10 LEGISLATOR SOLAGES: Yes. Your  
11 counsel stated that there will be no effect.  
12 I want to see at least that the numbers --

13 MR. MARIN: No effect on the  
14 Green Acres' PILOT.

15 LEGISLATOR SOLAGES: I want to  
16 see at least the valuation for the Class 4 is  
17 different from last year and this year.

18 MR. MARIN: Last year Green Acres  
19 or the school board made an overadjustment,  
20 underadjustment on the levy for the PILOT.  
21 This year they know what the number is.

22 LEGISLATOR SOLAGES: A  
23 representative from the assessment department,  
24 your colleague, just stated that it was the  
25 PILOT. But now you're saying it was the

1  
2 school district I just want to learn from the  
3 assessment department what valuation and what  
4 number the Class 4 compared to last year and  
5 this year.

6 MR. MARIN: It's numbers. It's  
7 math.

8 MR. CESTRA: The adjusted base  
9 proportions from 2016 to 2017 increase  
10 significantly in Class 1. That's why the tax  
11 rates went up. 2017 to 2018 did not go up  
12 much.

13 LEGISLATOR SOLAGES: Did not go  
14 up. By how much did it go up by?

15 MR. CESTRA: For example '17-'18  
16 it went up about one percent.

17 LEGISLATOR SOLAGES: Can you  
18 please point to what page you're looking at  
19 please.

20 MR. CESTRA: Page seven of the  
21 adjusted base proportion.

22 LEGISLATOR SOLAGES: Compared to  
23 the previous year where the PILOT did not  
24 exist, what difference do we have?

25 MR. CESTRA: From '16 to '17 I

1  
2 don't have the figures in front of me. We're  
3 talking really for the '17-'18 year. We're  
4 not or I didn't think that questions would  
5 relate to a previous year. Therefore, I  
6 didn't bring figures with me.

7 MR. MARIN: Because that issue is  
8 not before the leg today.

9 LEGISLATOR SOLAGES: Thank you  
10 very much.

11 LEGISLATOR GONSALVES: Legislator  
12 Gaylor.

13 LEGISLATOR GAYLOR: What my  
14 colleague was referring to was a letter that  
15 Dr. Stirling from School District 30 had  
16 written me back on August 21st. And for the  
17 most part Legislator Solages read most of the  
18 letter into the record. What the legislator  
19 fails to recognize, maybe because he's not  
20 aware or just purposefully didn't, is that  
21 there has been an exchange of letters since  
22 then regarding this same subject matter  
23 between School District 30 and myself.

24 In fact, on September 11th, after  
25 being informed by the county attorney's

1  
2 office, I informed the school district that  
3 Nassau County does not have the legal  
4 authority to remedy the issue as he suggested  
5 in his letter without the help of New York  
6 State. PILOT agreements are constructs of New  
7 York State law, as are the standards by which  
8 Nassau County must determine adjusted base  
9 proportions. While the county legislature  
10 does indeed levy taxes on behalf of the school  
11 district, it has no discretion in the  
12 application of Section 1803 of Article 18 of  
13 the Real Property Tax Law.

14 In other words, none of the  
15 standards that Dr. Stirling had suggested in  
16 the August 21st letter would allow Nassau  
17 County to do as he suggested. The RPTL does  
18 not give the county legislature discretion to  
19 unilaterally shift allocations to account for  
20 assessed value lost to IDA exemptions in  
21 connection with PILOT programs and PILOT  
22 agreements. As such, we are confined as the  
23 legislature to the formula as provided by  
24 state law.

25 If there is a solution to be had it

1  
2 requires the intervention of New York State.  
3 One possible solution is for the state to  
4 grant Nassau County the authority to adjust  
5 the proportions as Dr. Stirling had proposed.  
6 Another would be to allow Nassau County the  
7 ability to treat PILOTS as taxes. But neither  
8 option can be accomplished by Nassau County  
9 under existing New York State law. Those laws  
10 can and should be changed for the benefit of  
11 our residents.

12 I have proposed legislation. We  
13 have had a home rule request that went up to  
14 the state. In fact, it lies with Legislator  
15 Solages' sister, the assemblywoman from this  
16 district, to push this forward. Until she  
17 takes the next step nothing is going to  
18 happen. Nothing that is proposed by Dr.  
19 Stirling in his previous letters is going to  
20 happen.

21 Now, in response to my September  
22 11th Dr. Stirling was kind enough to write  
23 back just recently on September 15th. He  
24 acknowledges that state legislative changes  
25 are required and urges elected officials at

1  
2 the state level to pursue the legislative  
3 priorities which would give greater  
4 transparency from IDAs and require full  
5 disclosure of impact of PILOT agreements on  
6 the public.

7 In addition, in an August 21st  
8 letter Dr. Stirling informs me that the Valley  
9 Stream School District 30 Board of Education  
10 adopted its tax levy. The total amount was 19  
11 million and change. This total includes a  
12 reduction of \$1,858,000 of Valley Stream  
13 District 30's allowable tax levy within the  
14 parameters of New York State law. It includes  
15 the PILOT estimate based on receiving all  
16 PILOT payments from the Green Acres Mall. The  
17 reduction of the 1.8 million includes all  
18 excess PILOT funds received by Valley Stream  
19 District 30 in June of 2017. This method is  
20 the current and only legal method in returning  
21 money to the taxpayers.

22 So it's quite clear that this body  
23 does not have the authority, unless the state  
24 gives us this authority either in the form of  
25 new legislation or changes that they could

1  
2 enact even on another bill that Assemblyman  
3 Kern has introduced to include PILOTs as  
4 though they were taxes because that wording is  
5 not in the existing state legislation.

6                   But again, both Assemblyman Kern's  
7 legislation that he introduced can't move  
8 until a majority member, which is  
9 assemblywoman Solages from the Valley Stream  
10 area, makes this a priority. Once she makes  
11 it a priority, then the minority assemblyman  
12 can sign onto the bill and this can pass over  
13 to the senate where Senator Kaminsky, who  
14 represents this area, can take a more active  
15 role than he has to get this problem  
16 resolved.

17                   So we are kind of hamstrung here at  
18 Nassau County until our state officials take  
19 the proper and necessary steps. That's all I  
20 really have to say. Thank you Madam Presiding  
21 Officer.

22                   LEGISLATOR GONSALVES:       Now for  
23 Legislator DeRiggi-Whitton.

24                   LEGISLATOR DERIGGI-WHITTON:  
25 Thank you Norma.

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I actually appreciate what

Legislator Gaylor just said because that was

sort of my question. We're dealing with

something in the north shore area regarding

this. The class shares are established in

this ordinance are calculated in accordance

with state law. Which is basically what

Legislator Gaylor said. Is that correct?

MR. CESTRA: Yes.

LEGISLATOR DERIGGI-WHITTON: So

the county cannot mandate the allocation of

pretax burden to like target utility companies

for instance, correct?

MR. CESTRA: Right. Because

LIPA, in other words, is billed separately.

You're talking LIPA, correct?

LEGISLATOR DERIGGI-WHITTON: No.

What I'm saying is the county can't mandate

the allocation of the pretax burden to the

utilities. The state has to do that.

MR. CESTRA: No. It comes from

the state.

LEGISLATOR DERIGGI-WHITTON: And

the towns and the schools also cannot target



1  
2 utilities; is that correct?

3 MR. CESTRA: Correct.

4 LEGISLATOR DERIGGI-WHITTON: The  
5 only entity that can do this is the state?

6 MR. CESTRA: Correct.

7 LEGISLATOR DERIGGI-WHITTON: Did  
8 you hear that Don? Because that was one of  
9 the reasons for the PSC saying that that was a  
10 decision they made. So thank you for putting  
11 that on the record and thank you Legislator  
12 Gaylor.

13 LEGISLATOR GONSALVES: Minority  
14 Leader.

15 LEGISLATOR ABRAHAMS: Just to  
16 wrap up, I don't have anymore questions for  
17 today. I think the questions have been very  
18 extensive already. I want to say for the  
19 record, obviously no one here wants to see the  
20 school districts be hurt in this process.  
21 Obviously, based off the debate and discussion  
22 for the last half hour, 45 minutes, even  
23 longer, it seems that this process and this  
24 system is flawed and we are encouraging all  
25 parties involved to take a very aggressive

1  
2 approach to ensure that we are not at this  
3 spot next year.

4 But we are prepared to vote for  
5 these emergencies as well as for this item  
6 because we do not want to see have any of the  
7 school districts not have what they need,  
8 therefore jeopardizing and hurting taxpayers  
9 even to a greater deal in the future years.

10 LEGISLATOR GONSALVES: Thank you  
11 so much Minority Leader. By the way, we did  
12 not establish the emergency. We have to vote  
13 on establishing the emergency. All those in  
14 favor of establishing the emergencies for the  
15 items that I did call signify by saying aye.

16 Carrie, you'll ask it after the  
17 emergencies. We want to establish the  
18 emergencies. We're talking about items that  
19 we didn't even establish the emergency for.  
20 All those in favor of establishing the  
21 emergencies signify by saying aye. Any  
22 opposed? Carrie voted no. We have 15 and  
23 one. The emergency is established by a vote  
24 of 15 to one.

25 Minority Leader, I'm going to ask

1

2 if we can waive the reading of the items.

3

4 LEGISLATOR ABRAHAMS: I don't see  
any problem.

5

6 LEGISLATOR GONSALVES: Thank  
you. So we're not going to read the items.  
7 We are going to call --

8

9 LEGISLATOR ABRAHAMS: I just want  
to ask, Legislator Gaylor can you provide your  
10 letter as part of the record? Thank you.

11

12 LEGISLATOR GONSALVES: For each  
of these items if there are any further  
13 questions we can go real quick.

14

Ask the question.

15

16 LEGISLATOR SOLAGES: Thank you  
Madam Presiding Officer. Just to Jeff again,  
17 compared to last year are the adjusted base  
proportions more or less for the Valley Stream  
18 School District 30?  
19

20

21 MR. CESTRA: The adjusted base  
proportions is about one percent higher this  
22 year. From '17 to '18 it's about one percent  
23 higher.

24

LEGISLATOR SOLAGES: That's all.

25

MR. CESTRA: Which is normal by

1

2 state law.

3

LEGISLATOR GONSALVES: I'm now  
4 going to call all of the items, and if you  
5 have further questions after I call all of  
6 those items feel free to do so.

7

Now for item 364, 365, 366, 371,  
8 372 and I believe it's 373. Moved by  
9 Legislator Kopel. Second by Legislator  
10 Walker. Any questions on those items that I  
11 just called? Are we okay? I think we are.  
12 At this point I think we beat the items to  
13 whatever. I don't know if there is anybody  
14 here who wants to talk about them at this  
15 point. You have a question Ms. Mereday?  
16 Please join us. I know you like it here. I  
17 have to tell you I like your dress.

18

MS. MEREDAY: Thank you. I  
19 appreciate that.

20

I do have some questions and some  
21 concerns because we, not we, all of you seem  
22 to select that PILOT process quite a bit to  
23 the detriment of taxpayers. I'm concerned  
24 about the lack of adjustments to these PILOTS  
25 but when it comes down to the budget season

1  
2 that we are currently in you don't have a  
3 problem raising fees and surcharges. I also  
4 find it interesting that this was the  
5 administration of not raising property taxes  
6 but I guess since it's kind of a lame duck  
7 season it doesn't matter that there is that  
8 hint of property taxes being raised in this  
9 last budget.

10 So, when you're talking about these  
11 school budgets and my question has to do with  
12 the fact that getting information in September  
13 when most of the school budgets are passed in  
14 May, I'm just concerned as to why we are  
15 continuing to operate this way as Legislator  
16 Drucker and Legislator Birnbaum brought up  
17 earlier with regard to the fact that in  
18 essence you are voting to violate certain laws  
19 that you have been obligated to support.

20 So, if you could possibly, unless I  
21 will have to enlighten myself, I find it  
22 interesting that you make statements, people  
23 stand here and make statements that we are at  
24 the mercy of the school districts. You all  
25 are not at the mercy of the school districts.

1

2 The taxpayers, who don't have any voice in the  
3 decisions that are being made here, are at the  
4 mercy of the school districts.

5 And when you have questions that  
6 need to be answered why isn't the assessor  
7 here? Why don't you have the people or the  
8 individuals here who have the institutional  
9 knowledge, who can give you the best answers  
10 to address the questions that you all need to  
11 be asking and the majority of you do not, but  
12 you say when you are on the campaign trail you  
13 are representing our interests.

14 Last question. I don't have the  
15 facts in front of me but looking at Newsday  
16 from I believe the 15th about this  
17 consolidation plan that's set, does that have  
18 any connection to this consolidation tax?  
19 Because I found it interesting that the whole  
20 idea behind Governor Cuomo's initiative was to  
21 devise plans to eliminate duplicative  
22 services, coordinate purchases, reduce back  
23 office costs to reduce property taxes.

24 How is Nassau's plan going to  
25 reduce property taxes? I mean actual

1  
2 reduction of property taxes that the taxpayer  
3 will actually see on their tax roll. Not  
4 somebody standing in front of Newsday, News 12  
5 and Fios claiming that you're reducing taxes.  
6 Because this proposed \$130 million savings,  
7 even in this article, will not be realized  
8 until possibly 2019. And we know how Nassau  
9 County doesn't realize any cost savings. Look  
10 at your history. Thank you.

11 LEGISLATOR GONSALVES: You're  
12 welcome.

13 Now for the items. All those in  
14 favor of the items that were called signify by  
15 saying aye. Any opposed? What do I have? 15  
16 to one.

17 Now a motion to adjourn. Moved by  
18 Legislator Rhoads. Second by Legislator  
19 MacKenzie. All those in favor signify by  
20 saying aye. Any opposed? The meeting is  
21 adjourned.

22 (TIME NOTED: 6:07 P.M.)  
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CERTIFICATION

I, FRANK GRAY, a Notary  
Public in and for the State of New  
York, do hereby certify:

THAT the foregoing is a true and  
accurate transcript of my stenographic  
notes.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 27th day of  
September 2017

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FRANK GRAY



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NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,  
PRESIDING OFFICER

RULES COMMITTEE

LEGISLATOR NORMA GONSALVES  
CHAIR

County Executive and Legislative Building  
1550 Franklin Avenue  
Mineola, New York

September 25, 2017

4:00 P.M.

1

2     A P P E A R A N C E S:

3

4     LEGISLATOR NORMA GONSALVES

5                     Chair

6

7     LEGISLATOR HOWARD KOPEL

8                     Vice Chair

9

10    LEGISLATOR VINCENT MUSCARELLA

11

12    LEGISLATOR RICHARD NICOLELLO

13

14    LEGISLATOR KEVAN ABRAHAMS

15                     Ranking member

16

17    LEGISLATOR DELIA DERIGGI-WHITTON

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19    LEGISLATOR SIELA BYNOE

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1 Rules - 9-25-17

2 LEGISLATOR GONSALVES: Mr.

3 Pulitzer we need a roll call for Rules

4 Committee. We have a few contracts.

5 MR. PULITZER: Roll call for the

6 Rules Committee. Legislator Siela Bynoe.

7 LEGISLATOR BYNOE: Here.

8 MR. PULITZER: Legislator Delia

9 DeRiggi-Whitton.

10 LEGISLATOR DERIGGI-WHITTON:

11 Here.

12 MR. PULITZER: Ranking Member

13 Legislator Kevan Abrahams.

14 LEGISLATOR ABRAHAMS: Here.

15 MR. PULITZER: Alternate

16 Presiding Officer Howard Kopel.

17 LEGISLATOR KOPEL: Here.

18 MR. PULITZER: Legislator Vincent

19 Muscarella.

20 LEGISLATOR MUSCARELLA: Here.

21 MR. PULITZER: Vice Chairman

22 Richard Nicolello.

23 LEGISLATOR NICOLELLO: Here.

24 MR. PULITZER: Chairman Norma

25 Gonsalves.

1 Rules - 9-25-17

2 LEGISLATOR GONSALVES: Present.

3 MR. PULITZER: We have a quorum  
4 ma'am.

5 LEGISLATOR GONSALVES: Thank you  
6 very much Mr. Pulitzer.

7 We have I believe four, possibly  
8 five items, that we will call and beginning  
9 with item number A-19-17. Make sure I mean  
10 the year '17. A resolution authorizing the  
11 director of Nassau County Office of Purchasing  
12 to award and execute a contract between the  
13 County of Nassau acting on behalf of the  
14 Nassau County Information Technology  
15 Department and Infosys International Inc.

16 A motion please. Moved by  
17 Legislator Nicoletto. Second by Legislator  
18 Muscarella.

19 MR. EISENSTEIN: Ed Eisenstein,  
20 information technology. This is a PO for  
21 Infosys for \$488,000 for services at the  
22 Social Services Department for programing.

23 LEGISLATOR GONSALVES: Any  
24 questions or comments for Mr. Eisenstein? Any  
25 public comment? I'm being very nice.

1 Rules - 9-25-17

2 Ms. Mereday.

3 MS. MEREDAY: On the item. I'm  
4 happy that the first question I wanted to pose  
5 was answered. Second question, who are the  
6 principals of this company and what was the  
7 vetting process as far as again, the  
8 inclusion, whatever the percentages were, to  
9 make sure there was effective outreach for  
10 minority women-owned businesses, service  
11 disabled businesses, things of that nature.  
12 And how long has the relationship been between  
13 the county and this company?

14 LEGISLATOR GONSALVES: You can  
15 answer those questions, correct?

16 MR. EISENSTEIN: Sure. Would you  
17 like me to answer?

18 LEGISLATOR GONSALVES: Yes.

19 MR. EISENSTEIN: This vendor has  
20 been in the county for at least eight years  
21 from before we got here. They have been the  
22 DSS vendor for their custom programing for a  
23 number of years. They're a great vendor.

24 Please keep in mind that IT does  
25 make an effort to bring in-house what we can.

1 Rules - 9-25-17

2 That's how our long-term planning is. We use  
3 the vendors where necessary and where we don't  
4 need them we program in-house.

5 LEGISLATOR NICOLELLO: The  
6 principal is Rog Meta.

7 MS. MEREDAY: As far as the  
8 principals, this company has been doing  
9 business with the county for eight years which  
10 is prior to at least the initial or surface  
11 vetting process to make sure that companies  
12 doing business with the county do not have  
13 prior relationships or possibly relatives in  
14 higher positions.

15 So again, since there were no  
16 questions posed by this body to the public, I  
17 unfortunately have to ask these questions in  
18 the hope that maybe the elected official might  
19 ask for them. And I'm always happy to know  
20 that there is training and those types of  
21 resources because we are in dire need of them  
22 in social services.

23 So again, the principals involved  
24 with this and has this vendor been through the  
25 process that was recently instituted that was

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2 trying to vet out the patronage, cronyism and  
3 nepotism. And that's not a negative  
4 statement. That's the reality of the county  
5 and it's costing the taxpayers.

6 LEGISLATOR GONSALVES: Thank you  
7 very much. There being no other comments, all  
8 those in favor of contract A-19 signify by  
9 saying aye. Any opposed? The contract passes  
10 four to three.

11 The next contract is E-188. A  
12 personal services agreement between the County  
13 of Nassau acting on behalf of the Nassau  
14 County Department of County Traffic Safety and  
15 New York Coalition of Transportation Safety  
16 Incorporated.

17 Moved by Legislator Nicoletto.  
18 Second by Legislator Kopel.

19 MR. MISTRON: Christopher  
20 Mistron, director of Nassau County Traffic  
21 Safety.

22 This particular grant is one that  
23 is for New York Coalition. They are able to  
24 provide me with additional people to do child  
25 safety seat inspections. In fact, many of the

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2 legislators here, if anybody did remember Mark  
3 Haphacker, that works with me, he provides  
4 special needs training. So he's able to do  
5 the car seats and installation for people with  
6 children with special needs. So he does  
7 attend a number of the sessions with me.

8 They are also the ones that provide  
9 the special programs for everything from the  
10 bike rodeos to the other safety educational  
11 programs that go on within the different  
12 legislative districts.

13 So I'll pre answer the questions.  
14 They happen to be operated by a female staff.  
15 And in terms of the contract in this  
16 particular case, they are actually vetted out  
17 through New York State with regard to the  
18 grant. I actually act more as a pass through  
19 for these programs.

20 LEGISLATOR GONSALVES: Any  
21 questions of Mr. Mistrion on this contract?  
22 Any public comment?

23 LEGISLATOR DERIGGI-WHITTON: I  
24 have a question Norma if you don't mind. Just  
25 a comment more. I appreciate your program and



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2 I think it's excellent. I know that this was  
3 ten months late and it is on the list. So  
4 we're doing well with that. This contract is  
5 coming up in a couple of months. Are you set  
6 to go for January 1, 2018 for the new  
7 contracts?

8 MR. MISTRON: This one was '17.  
9 All the '18 ones are actually in the process.  
10 We've altered -- as grants you will actually  
11 be getting a large package in the coming  
12 meeting also of some current and past. We've  
13 reorganized the way in which we are doing the  
14 contracts. A number of them actually have  
15 taken an auditing role with the state or on  
16 behalf of the state and contracts are being  
17 issued directly through state funding as  
18 opposed to a pass through. We've actually  
19 worked to try and prevent any delays in the  
20 future. In fact, all of our DWI contracts for  
21 2018 are actually in place.

22 LEGISLATOR DERIGGI-WHITTON:  
23 That's wonderful. We are happy to hear that.  
24 Thank you.

25 LEGISLATOR GONSALVES: Any other

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2 public comment? Pearl. On the item.

3 MS. JACOBS: I'm speaking on the  
4 item. How wide spread is this program?

5 MR. MISTRON: It's throughout the  
6 county. As a matter of fact, Legislator Bynoe  
7 has utilized their services for the bike rodeo  
8 and so on. We're throughout the county. As a  
9 matter of fact, when we can, because money has  
10 been limited as far as from the state, we are  
11 the ones that do the child safety seat  
12 giveaway programs for the low income and for  
13 different communities. But this particular  
14 program, if I haven't been in somebody's  
15 legislative district at one point or another I  
16 would be shock. It is county wide.

17 MS. JACOBS: Have you been in  
18 District One as far as Uniondale, Roosevelt,  
19 Freeport district? He has. Okay. Thank you.

20 LEGISLATOR GONSALVES: There  
21 being no other questions, all those in favor  
22 of contract E-188 signify by saying aye. Any  
23 opposed? It's unanimous.

24 The next item is E-189. A personal  
25 services agreement between the County of

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2 Nassau acting on behalf of the Nassau County  
3 Office of Emergency Management and Tectonic  
4 Engineering and Surveying Consultants P.C.

5 Moved by Legislator Nicoletto.

6 Second by Legislator Kopel. We have before  
7 us.

8 MR. DELANEY: Thomas Delaney,  
9 Office of Emergency Management. This is a  
10 contract amendment. The original contract was  
11 \$82,400. The amount of this amendment is  
12 \$28,000. Bringing the total to \$110,400. The  
13 original contractor developed a county  
14 emergency, not developed, updated our county  
15 emergency management plan. Something that's  
16 required for us to have by New York State.  
17 What the amendment is going to do is allow the  
18 contractor to test this plan. No plan is  
19 worth anything but the paper it's written on  
20 if you don't test it to make sure it works.  
21 It's 100 percent grant funded.

22 LEGISLATOR GONSALVES: Any  
23 questions of Mr. Delaney? Legislator Bynoe.

24 LEGISLATOR BYNOE: Hello  
25 Mr. Delaney. What will the testing of this

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2 plan actually look like?

3 MR. DELANEY: What they wanted to  
4 do in fact was to have a flood situation. I  
5 went back to the vendor and I just said you  
6 know, we've been through that. I think we're  
7 pretty good at dealing with coastal flood  
8 situations unfortunately. Let's do something  
9 that's more terrorism related because that's  
10 what these grants are all about anyway. So  
11 what I wanted to do was a radioactive  
12 dispersal device. A dirty bomb.

13 LEGISLATOR BYNOE: Thank you.

14 LEGISLATOR GONSALVES:  
15 Ms. Mereday.

16 MS. MEREDAY: I just love those  
17 comments off mic.

18 My question has to do with the fact  
19 that residents are still basically dealing  
20 with the fact that their homes have been  
21 flooded. I'm just curious as to why we're not  
22 doing something that addresses flood planning  
23 and shoring up residents who still have their  
24 homes that are still sitting on pallets as we  
25 speak. And we have our neighbors and other

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2 citizens who are impacted by storms because we  
3 still have not been able to come up with any  
4 type of significant sustainability or  
5 resilient plans.

6 Again, as a 9-11 first responder, I  
7 get it with response to the dirty bomb issue.  
8 Right now I think we need to get better  
9 educated and informed about what we need to do  
10 with incoming storms from a flood standpoint.  
11 But you are all going to decide what you are  
12 all going to do anyway. I'm just hoping that  
13 maybe someone will say if we can get funding  
14 to test dirty bombs but we can't get funding  
15 to put together a directory for veteran  
16 businesses to help keep our veterans here so  
17 they can do the work to help shore up our  
18 vulnerable county, I just don't get it. I  
19 really just don't get it.

20 But again, I'm know there's going  
21 to be crickets in the room. I'm trying to  
22 stay positive and proactive because again,  
23 people get the wrong impression that we want  
24 to stand here and take out time to be here to  
25 speak on these issues because we're not

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2 hearing the voices of our elected officials.  
3 For those of you that are going to support  
4 this because you think this is some Stars Wars  
5 gimmick that's going to make us look good in  
6 the paper and we still have residents that are  
7 under the barrel and not living in their homes  
8 go for it. This is an election year. People  
9 will take notice.

10 LEGISLATOR GONSALVES: Legislator  
11 Bynoe.

12 LEGISLATOR BYNOE: Excuse me  
13 Mr. Delaney. This is for you. It's the OEM's  
14 perspective or they are under the impression  
15 we are ready for flooding and because we have  
16 never encountered any type of dirty bomb event  
17 that this would be a -- we would be better  
18 scenario to utilize for a practice because  
19 we've not been able to determine whether we  
20 are appropriately resourced and planned for  
21 that type of event?

22 MR. DELANEY: It will also get  
23 more departments involved as opposed to having  
24 fire departments going out and rescuing people  
25 that are in flooded areas or us driving high

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2 axle vehicles in areas that are again flooded  
3 again as part of this scenario.

4 By the way, this is not going to be  
5 a live type of scenario. This is a table top  
6 exercise. So we are not putting players out  
7 in the field. It's not a live drill. It's  
8 not an exercise to that extent. It's a  
9 tabletop exercise. Meaning being conducted  
10 in-house and people are basically getting  
11 around discussing how are we going to address  
12 these situations as they arise.

13 For us, Sandy was a cascading event  
14 and multiple issues kept coming about that we  
15 didn't expect. This would be a similar type  
16 of situation where we throw injects into the  
17 exercise and players would have to think on  
18 their feet how are we going to deal with this.

19 LEGISLATOR BYNOE: We're saying  
20 based on the fact that we have experienced  
21 Sandy and that type of flooding we believe  
22 that we are better prepared to deal with  
23 something like that?

24 MR. DELANEY: We are extremely  
25 better prepared. The capabilities that we

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2 have established since Sandy are phenomenal  
3 under the leadership of Commissioner Craft.  
4 We have many, many high axle vehicles at our  
5 disposal now that before we had to requisition  
6 them from the state and hope that we would get  
7 them.

8 LEGISLATOR BYNOE: Based on the  
9 funding that's available for this there  
10 wouldn't be an opportunity then to do two  
11 different types of exercises or only this one  
12 type of training experience?

13 MR. DELANEY: We're looking at  
14 this one right now. Of course there's  
15 opportunities to do other exercises. At the  
16 time we're just focusing on this right now.

17 LEGISLATOR BYNOE: But you'll  
18 look for additional grants to see if there are  
19 other opportunities to further explore other  
20 options?

21 MR. DELANEY: We continue to get  
22 the homeland security grants every year  
23 because of our proximity to New York City and  
24 its status as the number one terrorist target  
25 within in the United States.



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2 LEGISLATOR BYNOE: Thank you.

3 LEGISLATOR GONSALVES: Thank you  
4 Mr. Delaney.

5 All those in favor of E-189 signify  
6 by saying aye. Any opposed? The item passes  
7 unanimously. Thank you Mr. Delaney.

8 The next item is E-191. A personal  
9 services agreement between the County of  
10 Nassau acting on behalf of the Nassau County  
11 District Attorney's Office and Adelphi  
12 University Institute for Parenting.

13 Moved by Legislator Nicoletto.  
14 Seconded by Legislator Muscarella. Who is  
15 here to speak on this?

16 MR. BECKER: I'm going to speak  
17 on this if that's okay. Bob McManus, who  
18 usually presents, was off today and the person  
19 who they were going to send and I said I would  
20 take care of it, is expecting a medical  
21 procedure in a couple of days. I figured it's  
22 pretty straightforward this item.

23 It's a renewal of an agreement with  
24 Adelphi University Institute of Parenting.  
25 The object of the program is to reduce

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2 recidivism and prevent intergenerational  
3 involvement in the criminal justice system by  
4 advancing the Closer To The Crib Initiative,  
5 which seeks to support a healthy involvement  
6 and reduce the effects of toxic stress for  
7 children whose parents or guardians have been  
8 arrested for committing crimes.

9 By the way, this is also funded  
10 through forfeitures.

11 LEGISLATOR GONSALVES: Any  
12 questions from the legislators? Any public  
13 comment? Who has a question? Legislator  
14 Bynoe.

15 LEGISLATOR BYNOE: So I know that  
16 you're standing in for someone else. I guess  
17 my question is going to come in the form of a  
18 request then. You would be able to provide us  
19 data that would support or illustrate --

20 MR. BECKER: You want a little  
21 data on the program?

22 LEGISLATOR BYNOE: On the  
23 outcomes.

24 MR. BECKER: I will get that for  
25 you.

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2 MS. JACOBS: My question  
3 regarding the need for this grant. Does it  
4 have anything to do in this program for the  
5 increased opioid and heroin use in Nassau  
6 County? Are you seeing an increase in the  
7 need for parenting applications because of  
8 that heroin and opioid disaster that's going  
9 on in Nassau County?

10 MR. BECKER: I would say that the  
11 design of the program in that this is a crisis  
12 in our county and across the country that this  
13 program is more important today than it ever  
14 was before.

15 MS. JACOBS: Are you seeing an  
16 increase in the need for this?

17 MR. BECKER: I would say yes,  
18 absolutely more so than ever before.

19 LEGISLATOR GONSALVES: There  
20 being no other questions or comments, all  
21 those in favor of E-191 signify by saying  
22 aye. Any opposed? It's unanimous.

23 We have one item which is I believe  
24 is a tabled item and it's item E-162. And I  
25 need a motion to untable item E-162. Moved by

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2 Legislator Nicoletto. Second by Legislator  
3 Kopel. All those in favor of untabling E-162  
4 signify by saying aye.

5 Now for the item itself. It's a  
6 personal services agreement between the county  
7 of Nassau acting on behalf of the Nassau  
8 County Department of Information and  
9 Technology and Svam International Inc.

10 A motion please. Moved by  
11 Legislator Nicoletto. Second by Legislator  
12 Kopel.

13 Talk to us.

14 MR. EISENSTEIN: Good afternoon.  
15 Ed Eisenstein again, information technology.  
16 This is Svam one of our supplemental staffing  
17 vendors. We are injecting \$600,000 into their  
18 line. Two of them is supplemental staffing  
19 contractors. They are the ones that help us  
20 with the Peoplesoft installation and other  
21 high-end consulting.

22 LEGISLATOR GONSALVES: Any  
23 questions of Mr. Eisenstein from the  
24 legislators? Legislator Bynoe.

25 LEGISLATOR BYNOE: So their work

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2 is going to be centered around ERP?

3 MR. EISENSTEIN: That is  
4 correct. That is the Peoplesoft project. The  
5 financial and the human resources for the  
6 county, correct.

7 LEGISLATOR BYNOE: This software  
8 is in place to do track what activities  
9 specifically?

10 MR. EISENSTEIN: More or less the  
11 entire operational backend. The computer  
12 system that manages the financials and HR  
13 system. The mainframe if you will. NIFs and  
14 NURS if you've heard of those terms.

15 LEGISLATOR BYNOE: The contract  
16 keeps requiring that we expand services and  
17 the scope and we're paying more? Because it  
18 looks like --

19 MR. EISENSTEIN: If I can  
20 explain. When we set up these supplemental  
21 staffing contracts we felt it was going to be  
22 more cost effective to get multiple people to  
23 be awarded. What we have done is Svam is one  
24 of 18 approved vendors that is allowed to give  
25 us contractors. What we do is put out

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2 statements of work and at times, in this  
3 particular case, Svam has given us more  
4 consultants that won those statements of  
5 work. So the way we are set up, we have to  
6 inject money into their budget line to be able  
7 to pay for them.

8 Initially when the 18 vendors were  
9 set up they each got an even number of all the  
10 supplemental numbers. Once we put out  
11 statements of work one vendor over the other  
12 one will give us more consultants than the  
13 other. That's why we come to this body and  
14 ask for monies being moved around to this  
15 particular item compared to the other  
16 supplemental staffing contractors that are on  
17 hand. IT has several contracts where we have  
18 more than one contract winner and this is one  
19 of them.

20 LEGISLATOR BYNOE: Thank you.

21 LEGISLATOR GONSALVES: Any other  
22 questions or comments from the legislators?  
23 Any public comment? There being none, all  
24 those in favor of E-162 signify by saying  
25 aye. Any opposed? The item passes four to

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2 three.

3 There being no other business  
4 before the Rules Committee a motion to  
5 adjourn. Moved by Legislator Kopel. Second  
6 by Legislator Nicoletto. All those in favor  
7 of adjourning the Rules Committee signify by  
8 saying aye. Any opposed? The Rules Committee  
9 is now adjourned.

10 (TIME NOTED: 4:24 P.M.)

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CERTIFICATION

I, FRANK GRAY, a Notary  
Public in and for the State of New  
York, do hereby certify:

THAT the foregoing is a true and  
accurate transcript of my stenographic  
notes.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 27th day of  
September 2017

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FRANK GRAY